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A  
COMPLETE MANUAL  
OF  
SHORT CONVEYANCING.

CONTAINING

- I.—COMMON FORMS.  
II.—250 PRECEDENTS OF ASSURANCES.

WITH EXPLANATORY NOTES AND A COPIOUS INDEX.

BY  
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<sup>W)</sup>  
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1858

## ERRATA ET ADDENDA.

- Page 20, line 13, *after* premises *insert* [including as aforesaid.]  
33, last line, *for* with *read* including.  
34, line 6, *after* premises *insert* [including as aforesaid.]  
34, line 15, *for* with *read* including.  
34, line 22, *after* premises *insert* [including as aforesaid.]  
52, line 18, *after* apportioned *insert* as stated in the particular.  
52, line 21, 22, *for* the larger lot in value, or more than one *read* any.  
65, *for* note (a) *substitute* After 31st December, 1857, a married woman's reversion in personalty (unless created by her marriage settlement), may be passed by an acknowledged deed, although not settled to her separate use. See 20 & 21 Vict. c. 27.  
69, line 15, *before* covenants *insert* for herself, her executors and administrators.  
132, line 6 *from bottom for* — *read* L.  
*In* *Precedents* numbers 129, 132, *after* as regards a daughter's share, *insert* as well original as accrued under this proviso.



RJE 27 Apr 54

VIRO INTER PAUCOS  
JURISCONSULTO INTER DOCTISSIMOS  
FRATRI  
UNICO OPTIMO CARISSIMO  
EHEU! MORTUO  
JOHANNI V. PRIOR.





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## PREFACE.

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THE recent admirable Report of the Registration Commission, and the probability of its recommendations being carried into effect, appears to render imperative some attempt at the reconstruction of Conveyancing in *all* its branches in a very different form to that in which it has hitherto subsisted. The Report is of course limited to Real Property, and especially to the legal sale and transfer of land, the subject to which the Commissioners' attention was especially directed. But the bulk of Conveyancing (at least of that which ordinarily finds its way into counsel's chambers) is even at present composed of transactions in numerous other species of property, as well as of the *equitable* dealings with land itself. And it would be intolerable that these should subsist in their present cumbrous shape, when the legal transfer was reduced to the simple process recommended by the Commission. In fact, great as the improvements suggested by the Report undoubtedly are, they are as nothing compared with the benefit which would result to the public from the adoption of a sounder system in the general practice of Conveyancing.

Now the defects of the present system obviously consist, not so much in any legal technicalities in which the subject is involved (which in most transactions are, or need be, very trifling) as in its notorious verbiage, arising from the want of sound uniform principles of thought and language.

Had this been otherwise, the application of some external remedy would probably have been more easy and expeditious. But the fact is that these defects have their root in causes which no legislation can well reach ; so that while the practice both of Common Law and Chancery has been extensively and valuably reformed, Conveyancing still flourishes in considerable vigour.—somewhat less prolix indeed, as the science of law has gradually advanced; and likely to be still more retrenched (in a few prominent particulars) if the Registration Commissioners' Report should be adopted in some future session; but still a real existing evil, of the magnitude of which no one perhaps can properly judge, until he has made the *bonâ fide* attempt of ascertaining by actual perusal what his Lease or Marriage Settlement *can* be all about.

The present work aims at supplying some remedy for this state of things, not by striking out any new system, or such as would require a Parliamentary sanction for its use, but by the simple reconstruction of the existing forms upon sounder principles of language and arrangement. The subject indeed (in addition to the labours of the Commission upon the points referred to them) has already engaged the attention of more than one eminent name; and the writer would hardly have presumed, under ordinary circumstances, to follow in the same path. But he believes it will be found that the various concise treatises which have already appeared are either limited to specific branches of the subject, or, if their scope is more general, present a collection of drafts which, however skilfully executed, are too scanty to amount to more than mere suggestions; appearing in fact rather designed for incidental use under pressure, than as presenting a complete manual which the practitioner may adopt *bonâ fide* on all occasions. There appears, therefore,

to be room for a more complete collection of Precedents, arranged with the same facilities for the preparation of short drafts (under all the heads commonly included in the term Conveyancing) which have for many years subsisted in regard to long ones; while a further justification for the appearance of the present volume may perhaps be found in the greatly reduced length of the forms themselves, and the uniform adoption of the principles above adverted to, and which will be presently stated more in detail (*a*).

It may appear singular that, after all, a more extended apology is probably necessary for the attempt at being concise at all. Certainly, there has been a growing opinion of late that the Conveyancing of the last century has been one of the scourges of the country. But notwithstanding some tolerably strong expressions of this, the old routine, in actual practice, is still almost universal, overlaying the plainest transactions with an ill-arranged and cumbrous mass of words, and with no justification of the usage excepting certain superstitions of its being (as the phrase goes) "more formal." Without pausing to ventilate this apology, (and before proceeding to a closer analysis of the ingredients of Conveyancing verbiage,) it may be observed that the vitality of this gigantic imposture appears to be really due to two considerations of some moment; one being, a supposed want of authority to justify departures from the established practice; while another,

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(*a*) The "Real Property Forms" in the Bill comprised in the Appendix to the Commissioners' Report (see sect. 90) will, in the event of its passing, be embodied in the present work. At present, it would be of course premature to adopt them, as they differ from the forms here supplied under the same heads in requiring a Parliamentary sanction to give them validity. And even should the Bill pass, as the use of the new forms will not be compulsory, it may be desirable to include them in an Appendix, leaving those of the present work which apply to the same subjects intact; as there is often much difficulty in adapting forms under an Act of Parliament to the modifications of actual practice.

scarcely less cogent, has been the not unnatural apprehension that clients might keep aloof from the chambers of a practitioner, whose conciseness lopped off the principal part of their emoluments. How far these difficulties are really inherent in Conveyancing remains to be seen. As regards the first, it would seem competent to any writer or draftsman, however humble, to adopt a set of forms purporting to contain just what is necessary and no more—the answer to objectors of course being, If any thing else can be proved to be essential, by all means add it; if not, where is the authority for its imposition? And really, as the Law and Equity Courts are (at any rate) at present constituted, there does seem no reason for imputing to the judicial mind that extraordinary dullness of apprehension upon the plainest matters, which Conveyancers seem to have assumed as the charter of their system.

The second difficulty above adverted to is certainly of a more formidable character. Happily, however, the subject has been fully noticed in the Report of the Registration Commission; and, although the attention of the Commission was (as has been already observed) directed only to the subject of Real Property, their suggestions as to the remuneration of Solicitors (the value of whose services is fully recognised), otherwise than by the *length* of the instrument, will doubtless extend to all the other branches of Conveyancing. And, at any rate, it is clear that in these times no system will long survive, which can only justify itself by the object, however desirable, of keeping up professional profits and respectability.

It is now time to refer to some of the principles by which it is conceived Conveyancing might be reduced (without any



violent change, or such as would require the aid of legislative enactment) to a form not less certain and precise, but far more simple than what is ordinarily in vogue. Now the points in the present system most requiring correction appear to be the employment of recitals; and the almost invariable want of generalization. As regards the former of these, it really seems wonderful, (excepting for the reasons above stated,) how such a practice could ever have been considered necessary or even tolerable. To a lay mind, it would certainly appear enough that a conveyance from A. to B. should be a conveyance (*a*) from A. to B., without being a history of A.'s antecedents (and perhaps those of one or two of his ancestors) as well. No doubt, as a literary production, a conveyance is much more complete and satisfactory for exhibiting the preliminary state of the title at length—but, as in practice, this has always been well sifted beforehand, and every party to the instrument is assumed to be cognizant of it, it does seem monstrous that the entire process should be gone through again, and the draft swelled to thrice its length, for the benefit of some exoteric reader in after times; who, even if he exist, will not accept these statements on the faith of the document itself, but require their strict proof, viewing the document not as an isolated fact, but as merely one link in the chain of title. But it may be fairly urged, should a conveyance then be in every case a mere general transfer of the parties' interest, without identifying in any manner the capacity in which they execute? Certainly not—and if it should hereafter happily form the subject of a "General Order," that recitals in deeds should not be allowed for on taxation except under special circumstances, the character and grounds of execution

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(*a*) The term conveyance in the Preface is of course used (as stated on p. ix), to include all dealings with property, real or personal.

by the different parties (framed so as to include the benefits of “estoppel” and others of a similar nature) would be the principal test of the conveyancer’s skill. It is quite easy to frame such a statement in language clumsy, involved, and even lengthy—but it is also possible, although perhaps not easy, to include it in terms which shall neither encumber the draft nor perplex the reader.

The second defect to which we have adverted is the want of generalization—one of the most obvious results of which is the frequent employment of alternative language (*a*), “rest, residue and remainder”—*et id genus omne*. Certainly there is a metaphysical distinction between the terms—and the conveyancer, too diffident or too poor to generalize, adopts the safer course, and inserts them all. And a still more mischievous effect is the long and tedious enumeration of particulars, all doubtless capable of being comprehended in some one generic term, but which, according to conveyancing usage, are repeated at length, *toties quoties*, throughout the draft, to the confusion of the client’s mind, and much to the prejudice of his pocket. Frequently too it has happened (less so indeed in modern times) that in consequence of some unfortunate judicial decision, one of these enumerations, long as it is, has proved after all not to have included precisely the very particular which is most requisite, and the catalogue is thereupon swelled by the addition of fresh items; thus resembling the road-making of former times, when a cavity of greater depth than ordinary was repaired by the intrusion of a stone of twice its size; the gap was stopped, but the thoroughfare was worse than ever. It will be said,

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(*a*) This must of course be distinguished from *exhaustive* language, which is often indispensable in exact writing.



indeed, that this applies to the conveyancing of a period earlier than the present; and this is true to some extent; although even the retrenchments of modern times appear to have gone on the principle of lopping off an obvious excrescence here and there, instead of the reconstruction, on sound principles, of the entire mode of thought and language (*a*).

It has been the writer's aim in the present work to avoid both the defects above noticed;—the first, by the entire omission of recitals; the second, by endeavouring to employ in each instance a general term, wide and safe enough to render unnecessary either the employment of alternatives or the tedious specification of particulars. Some other changes have also been introduced, which it is hoped will be found improvements; such as the numerical arrangement of the different clauses of the draft; the classification of similar clauses (such as “Powers,” for instance) under one head, and others which will readily appear upon perusal. To illustrate the working of the forms more clearly, the writer has added some specimen Precedents in Appendix A.; certainly, not without extreme diffidence as to the mode in which both these, and the entire work, have been executed; but at the same time with a full conviction, that in more skilful hands the same principles might be applied so as to confer a great public benefit. Indeed, as already observed, some change of the kind seems now almost indispensable.

It remains to add a few words in explanation of the general arrangement of the work. The present volume contains

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(*a*) Besides, the question is not what is usual in the Chambers of the best Conveyancers (whose tendency is perhaps rather now to a redundancy in the insertion of precautionary *clauses*), but what is the practice as generally existing. What, for instance, has been the character of the last six months' Conveyancing, under all heads, throughout the country?

what are known to Conveyancers as the "*Common Forms*" (*a*)—(usually kept ready written for insertion in the particular instruments of the class under which they are arranged)—and *Precedents* of the ordinary forms of assurances in all the usual branches of practice. A large collection of special forms under the same heads (particularly of the "*Commercial Drafts*" included in Part IV.) will be added in a further volume ; a few selected at random are inserted in Appendix B. of this volume, to show the perfect ease with which the principles of concise drafting may be applied even to complicated interests and limitations. The ordinary forms of Copyhold Assurances, as they relate to a tenure which it is hoped will every day become more exceptional, are placed by themselves in Appendix C. Appendix A. has been already in part noticed ; it contains (besides the specimen assurances above referred to) a specimen of an abstract prepared from an actual original, as the latter *would* have stood if forms similar to those of the present work had been employed throughout, and the law had stood at the commencement of the title (which is early in the last century) as it does at present. The original (which is certainly rather diffuse) occupies 105 brief sheets ; in its reduced form it is comprised in seven pages, the parcels and a schedule of deeds (which are omitted for convenience) probably requiring about a page more (*b*).

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(*a*) Some few of these Common Forms and Precedents will fall under the same heads as the forms in "the Bill" annexed to the Commissioners' Report (see above), should the latter pass into a law in any future session. It has not been thought desirable, however, to await this period ; in fact, even should the bill pass, there will still be numerous cases in which the parliamentary forms will not admit of convenient application. (See note on p. ix).

(*b*) Should the Commissioners' Report not be adopted, some of its advantages might be secured (as before observed) by the employment of shorter conveyancing language. Clearly, a title extending over 130 years, and occupying only half a dozen pages of print, would be no serious burden on a property.

It will be observed that no notes are inserted in the present work excepting such as are explanatory of the different forms; the learning upon Conveyancing Points has in fact been nearly exhausted by the admirable works of Mr. Davidson (*a*) and Mr. Sweet (*b*), which leave the Profession nothing to desire—unless, indeed, it be the completion of the remaining volumes.

In conclusion, the writer is anxious to disclaim any intention of producing a treatise which shall aspire to render “every man his own conveyancer.” On the contrary, the employment of short condensed language in legal documents, (should it ever happily become general) will demand more than ever the aids of professional skill and experience.

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(*a*) Martin's Conveyancing, by Davidson, 5 vols. Maxwell. London, 1846. (a fresh edition is in course of publication).

(*b*) Jarman and Bythewood's Conveyancing by Sweet. Sweet. London (in course of publication).



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(a) This Precedent is erroneously numbered.

*b*

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## PART I.

COMMON FORMS, WITH OBSERVATIONS AND INDEX  
PREFIXED.

## OBSERVATIONS.

---

THE Common Forms marked "S" in the Index are only to be inserted when there are special instructions to that effect, or when (as in the case of fire or life insurance) the nature of the property evidently requires their insertion. The other forms are to be inserted without special directions, according to the nature of the instrument; they are given *complete* under each head of assurance, and arranged in the usual order of their insertion, so that the forms necessary for the particular draft may be ascertained from the Index itself without the necessity of a reference to the Precedents in Parts 2, 3 and 4; for instance, the appointment of guardians, executors, &c., is inserted in the Index under the head "Wills of Real Estate in Strict Settlement," as well as under the head "Wills of Personalty." There are some exceptions to this (principally as relates to mortgages of Life Policies, mortgages to secure further advances, and an account current; the mortgagor's attornment and the appointment of a receiver), for which it will be necessary to refer to the Precedents of those Assurances in Part II. It will of course also be necessary in using the Index, to bear in mind certain general rules of conveyancing, as, for instance, that fiduciary owners do not covenant for title.

# LIST OF COMMON FORMS.

## FORMS IN PURCHASE DEEDS.

	No. of Form.
I. Covenant against incumbrances—by one . . . .	(1)
by two . . . .	(2)
by more than two . . . .	(3)
II. Covenants for title—Freeholds . . . .	(4)
Leaseholds . . . .	(5)
Freeholds and Leaseholds . . . .	(6)
Personal Chattels . . . .	(7)
III. Covenant to produce Deeds . . . .	(8)

## FORMS IN MORTGAGES.

### *To one beneficial Owner.*

I. Covenant for payment of principal . . . .	(9)
II. Mortgage provisoes	
For redemption—Freeholds . . . .	(10)
Leaseholds by demise . . . .	(11)
Assigned Leaseholds or personal chattels . . . .	(12)
Freeholds and demised Leaseholds . . . .	(13)
Freeholds and assigned Leaseholds, or personal chattels . . . .	(14)
(S) For money to remain a certain time . . . .	(15)

III. Mortgagor's Covenants	
For title—Freeholds . . . . .	(16)
Demised Leaseholds . . . . .	(17)
Assigned Leaseholds . . . . .	(18)
Freeholds and demised Leaseholds . . . . .	(19)
Freeholds and assigned ditto . . . . .	(20)
Personal Chattels . . . . .	(21)
(S) In regard to life policies . . . . .	(22)
For payment of mortgagee's disbursements and mortgage interest, with (S) clause for reduction of the latter . . . . .	(23)
IV. Mortgagee's Powers	
Power of Sale . . . . .	(24)
(S) Fire and Life Insurance . . . . .	(25)
(S) Leasing for twenty-one years, granting building and mining leases, management, completing buildings, felling timber and working mines . . . . .	(26)
(S) Charge of monies expended under the powers, application of insurance and other monies and limitation of security . . . . .	(27)

---

*To trustees or more than one beneficial Owner.*

---

I. Covenant for payment of principal . . . . .	(28)
II. Mortgage provisos—For redemption (identical with (10) to (14).)	
For a joint equitable account . . . . .	(29)
III. Mortgagor's Covenants.	
For title . . . . .	same as (16) to (21)
In regard to life policies . . . . .	same as (22)
For payment of mortgagee's disbursements, and mortgage interest, with (S) clause for reduction of the latter . . . . .	(30)
IV. Mortgagee's Powers . . . . .	same as (24) (25) (26) and (27)

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FORMS IN LEASES.

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Proviso for re-entry and (S) determination of lease . . . . .	(31)
Lessor's Covenant for quiet enjoyment . . . . .	(32)
Arbitration Clauses . . . . .	(33)

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## FORMS IN SETTLEMENTS.

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*Personalty.*

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	No. of Form.
I. Covenants.	
For title . . . . .	(34)
In regard to Life Policies . . . . .	(35)
II. Trusts.	
a. For investment and varying securities.	
Money fund (Ordinary) . . . . .	same as (49)
(S) Ditto with power to invest in land . . . . .	same as (50)
Invested funds (Ordinary) . . . . .	(36)
(S) Ditto with power to invest in land . . . . .	(37)
b. Beneficial trusts, Usual forms, viz.	
<i>Wife's property.</i> ] During joint lives, wife's separate use, life estate to survivor; children as parents or survivor shall appoint, in default of appointment equally, with hotchpot clause; in default of children for wife . . . . .	(38)
Ditto (S) Agreement to settle wife's after acquired property . . . . .	(39)
<i>Husband's property.</i> ] Husband for life; wife for life if she survives; children as in (38), in default of children for husband . . . . .	(40)
(S) Power to apportion blended funds . . . . .	(41)
III. Trustee Powers and Provisoes.	
Advancement, maintenance, and accumulation clauses; receipt clause: power to appoint new trustees; indemnity (S) for deferring sale of real estate; solicitors to charge . . . . .	(42)
(S) Ditto in settlement of life policy . . . . .	(43)

---

*Converted Realty. (Sale Deed).*

---

I. Covenants for title—Freeholds . . . . .	(44)
Leaseholds . . . . .	(45)
II. Trusts for sale and trusts of sale monies and rents and profits until sale . . . . .	(46)
III. Powers and provisos.	
Leasing for twenty-one years and appointment of new trustees . . . . .	(47)
(S) Full powers including (besides those in (47)) power to grant building and mining leases, management, felling timber, working mines, and mortgaging . . . . .	(48)

---

*Converted Realty (Settlement Deed).*

---

I. Trusts.	
a. For investment and varying securities . . . . .	(49)
(S) Ditto, with power to invest in purchase of lands . . . . .	(50)

- b.* Beneficial trusts, usual forms. See (38), (S) (39,) (40) and (41.)  
 II. Powers and Provisoes . . . . . same as (42) and (43)

*Real Settlements.*

- I. Covenants for title.  
     Freeholds . . . . . (51)  
     Freeholds and leaseholds . . . . . (52)
- II. Uses and Trusts.  
     Usual forms, *viz.*, term (with trusts declared) for securing pin money, life estate to husband, jointure to intended wife, term (with trusts declared) for further securing jointure, and raising portions for younger children of the marriage, entail in the male line, remainder in fee to husband . . . . . (53)
- III. Clauses of modification.  
     Directions as to the trust terms, application of rents (with full management powers) by the trustees during minorities, estates to be sans waste, trusts of portions . . . . . (54)  
     Power to apportion blended funds . . . . . same as (41)
- IV. General Powers.  
     Partition, sale and exchange, and twenty-one years building and mining leases . . . . . (55)
- V. Trusts of leaseholds to correspond . . . . . (56)
- VI. Trustee powers and clauses.  
     Receipt clause, power of appointing new trustees, solicitors to charge . . . . . (57)

*WILLS. (Personalty.)*

- I. Trusts.  
     *a.* For conversion of personalty, investment and varying securities  
         (Ordinary) . . . . . (58)  
         (S) Ditto, with power to invest in purchase of land . . . . . (59)
- b.* Beneficial trusts, usual forms, *viz.*, wife during life, children of testator as wife shall appoint, in default of appointment equally with hotchpot clause, gift over . . . . . (60)  
     *Or*, wife during life or widowhood, children of testator as wife during widowhood shall appoint; the rest as in (60) . . . . . (61)

- II. Trustee powers and provisoes.  
 Advancement, maintenance and accumulation clause, receipt clause,  
 power to appoint new trustees, (S) indemnity for deferring sale  
 of real estates, solicitors to charge . . . . . (62)
- III. Appointment of guardians, devise of trust and mortgage estates, appoint-  
 ment of executors with discretionary powers . . . . . (63)

---

*Converted Realty.*

---

- I. Trusts.
- a. For conversion of realty . . . . . (64)  
 For conversion of personalty, investment and varying securities  
 (Ordinary) . . . . . same as (58)  
 (S) Ditto, with power to invest in purchase of land . . . . . same as (59)
- b. Beneficial Trusts. See (60) and (61).
- II. Trustee powers and Provisoes . . . . .  
 Trustee's receipt clause, advancement, maintenance, and accumu-  
 lation clauses, leasing powers for twenty-one years, and appoint-  
 ment of trustees, indemnity for deferring sale of real estate;  
 solicitors to charge . . . . . (62)  
 (S) Full powers including (besides those in (62)) building and  
 mining leases, management, felling timber, working mines,  
 and mortgaging . . . . . (65)
- III. Guardians, trust and mortgage estate, and appointment of executors  
 with discretionary powers . . . . . same as (63)

---

*Real Estate in Strict Settlement.*

---

- I. Uses and trusts.  
 Usual forms, viz., Limitation of rent charge to testator's wife, term  
 (with trusts declared) for further securing the rent charges under  
 the will, term (with trusts declared) for securing portions to  
 younger children of tenants for life, successive life estates to tes-  
 tator's children with entail in the male line, and jointure (by  
 appointment) to widows of successive tenants for life in posses-  
 sion, remainder to testator's heirs. . . . . (66)
- II. Clauses of modification.  
 Directions as to the trust terms, application of rents (with full  
 management powers) by the trustees during minorities, estates to  
 be sans waste, trusts of portions, limitation of aggregate rent  
 charges and portions . . . . . (67)  
 Power to apportion blended funds . . . . . same as (41)
- III. General powers.  
 Partition, sale and exchange, twenty-one years building and mining  
 leases . . . . . (68)

	No. of Forms.
IV. Devise and bequest of leaseholds to correspond, and bequest of other personalty . . . . .	(69)
V. Trustee powers and clauses, receipt clause, power of appointing new trustees, solicitors to charge . . . . .	(70)
VI. Guardians, trust and mortgage estates, appointment of executors with discretionary powers . . . . .	same as (63)

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## COMMON FORMS.

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### FORMS IN PURCHASE DEEDS, MORTGAGES AND LEASES, (1) to (33).

(1). The said —, for himself, his heirs, executors and administrators, covenants with the said —, his heirs [executors, administrators] and assigns, that the said — hath done or knowingly suffered nothing whereby the premises are or may be incumbered or prejudicially affected.

(2). Each of the said — and — for himself, his heirs, executors and administrators, covenants with the said —, his heirs [executors, administrators] and assigns, that they the said — and — respectively have done or knowingly suffered nothing whereby the premises are or may be incumbered, or prejudicially affected.

(3). Each of the said parties hereto of the — parts respectively, for himself, his heirs, executors and administrators, covenants with the said —, his heirs [executors, administrators] and assigns, that they the said parties hereto of the — parts respectively have done or knowingly suffered nothing whereby the premises are or may be incumbered or prejudicially affected.

(4). The said (*vendor*) for himself, his heirs, executors and administrators, covenants with the said (*purchaser*) his heirs and assigns that notwithstanding anything by the said V. [or his ancestors] done or knowingly suffered, he is entitled to execute this grant of the premises free from incumbrances, and that he and every person claiming under or in trust for him [or his ancestors] shall, at the cost of the

said P., his heirs and assigns, do all acts required for perfecting such grant.

(5). The said (*vendor*) for himself, his heirs, executors and administrators, covenants with the said (*purchaser*) his executors, administrators and assigns, that notwithstanding anything by the said V. done, or knowingly suffered, the said lease is subsisting unprejudiced, and the said V. entitled to execute this assignment of the premises free from incumbrances and liability under the said lease up to the present date, and that he and every person claiming under or in trust for him shall, at the cost of the said P., his executors, administrators and assigns, do all acts required for perfecting such assignment. The said P. for himself, his heirs, executors and administrators, covenants with the said V., his executors and administrators, that the said P., his executors, administrators and assigns, will discharge and keep the said V., his heirs, executors and administrators, indemnified against all liabilities under the said lease subsequently to the present date.

(6). The said (*vendor*), for himself, his heirs, executors and administrators, covenants with the said (*purchaser*), his heirs, executors, administrators and assigns, that notwithstanding anything by the said V. [or his ancestors] done or knowingly suffered, the said lease is subsisting unprejudiced, and the said V. entitled to execute this assurance of the respective premises free from incumbrances and liability under the said lease, up to the present date, and that he and every person claiming under or in trust for him [or his ancestors] shall, at the cost of the person or persons requiring the same, do all acts required for perfecting such assurance. The said P. for himself, his heirs, executors and administrators, covenants with the said V., his executors and administrators, that the said P., his executors or administrators, will discharge and keep the said V., his heirs, executors and administrators, indemnified against all liabilities under the said lease subsequently to the present date.

(7). The said (*vendor*) for himself, his heirs, executors and administrators, covenants with the said (*purchaser*), his executors, administrators and assigns, that notwithstanding anything by the said V. done or knowingly suffered, he is entitled to execute this assignment of the premises free from incumbrances, and that he and every person claim-



ing under or in trust for him will, at the cost of the said P., his executors, administrators, or assigns, do all acts required for perfecting such assignment or facilitating the recovery of the said premises.

(8). [(a) This indenture, made the — day of — between (*vendor*) of the one part and (*purchaser*) of the other part, witnesseth as follows]: The said V. [pursuant to his agreement on the sale of certain hereditaments called —, at — in — shire, conveyed to the said P., by indenture of even date herewith], for himself, his heirs, executors, administrators and assigns, covenants with the said P., his heirs and assigns, that the muniments of title to the same hereditaments (which have been retained by the said V. and are specified in the schedule hereto) shall be preserved by the said V., his heirs and assigns, uninjured (excepting through inevitable accident), and shall be produced by him and them at any time and place and for any purpose required by owners and claimants of the said hereditaments, at the cost of the person or persons requiring the same. In witness, &c.

(The Schedule to which the above written indenture refers.)

(9). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, his executors and administrators, that the said M., his heirs, executors, administrators or assigns, will pay to the said —, his executors, administrators or assigns, £—, with interest after the rate of £— per cent. per annum, on the — day of — next (b).

(10). Provided that if the foregoing covenant shall be satisfied on the — day of —, the said (*mortgagor*), his heirs and assigns, shall be entitled to a reconveyance of the premises at his and their cost.

(11). Provided that if the foregoing covenant shall be satisfied on the — day of —, the said (*mortgagor*), his executors, administrators and assigns shall be entitled to a surrender of the premises at his and their cost.

(12). Provided that if the foregoing covenant shall be satisfied on the — day of —, the said (*mortgagor*), his executors, adminis-

(a) If the covenant is included in the purchase deed, the words in brackets will be omitted, and the Schedule of Deeds form a second schedule.

(b) Usually six months from date.

trators and assigns, shall be entitled to a reassignment of the premises [(a) during the subsisting term therein] at his and their cost.

(13). Provided that if the foregoing covenant shall be satisfied on the — day of —, the said (*mortgagor*), his heirs, executors, administrators and assigns shall be entitled, at his and their respective cost, to a reconveyance of the premises hereby granted, and a surrender of the premises hereby demised.

(14). Provided that if the foregoing covenant shall be satisfied on the — day of —, the said (*mortgagor*), his heirs, executors, administrators and assigns shall be entitled, at his and their respective cost, to a reconveyance of the premises hereby granted, and a reassignment [during the subsisting term therein] of the premises hereby assigned.

(15). Provided that the said (*mortgagor*) his heirs, executors, administrators or assigns, shall not pay off nor (excepting in the event of some interest being thirty days in arrear, or of the breach of some other covenant of the said M.) be required to pay the said principal before the — day of —.

(16). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, his heirs and assigns, that the said M. is entitled to execute this grant of the premises free from incumbrances, and that such grant shall, if required, be perfected at the cost (excepting as regards foreclosed or sold premises) of the said M. or his estate.

(17). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, his executors, administrators and assigns, that the said lease is subsisting unprejudiced, and the said M. entitled to execute this demise of the premises free from incumbrances, that he and those claiming under him shall do and suffer nothing whereby the said lease may be prejudicially affected, and that this demise shall, if required, be perfected at the cost (excepting as regards foreclosed or sold premises) of the said M. and his estate, the last day of the said — years term (b) in foreclosed or

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(a) Omit for personal chattels.

(b) The term of the original lease referred to in the witnessing part.



sold premises being held in trust for the person or persons entitled to the subsisting residue of the term hereby created.

(18). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, his executors, administrators and assigns: 1. That the said lease is subsisting unprejudiced, and the said M. entitled to execute this assignment of the premises free from incumbrances and liability under the said lease up to the present date, and that such assignment shall, if required, be perfected at the cost (excepting as regards foreclosed or sold premises) of the said M. and his estate: 2. That during the continuance of this security the said M., his heirs, executors and administrators will discharge and keep the said —, his heirs, executors, administrators and assigns, indemnified against all liabilities under the said lease subsequently to the present date.

(19). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, his heirs, executors and administrators and assigns, that the said lease is subsisting unprejudiced, and the said M. entitled to execute this assurance of the respective premises free from incumbrances; that he and those claiming under him will do and suffer nothing whereby the said lease may be prejudicially affected, and that this assurance shall, if required, be perfected at the cost (excepting as regards foreclosed or sold premises) of the said M. and his estate, the last day of the said (a) — years' term shall, in foreclosed and sold premises, being held in trust for the person or persons entitled to the subsisting residue of the term hereby created.

(20). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, his heirs, executors, administrators and assigns: 1. That the said lease is subsisting unprejudiced, and the said M. entitled to execute this assurance of the respective premises free from incumbrances and liability under the said lease up to the present date, and that such assurance shall, if required, be perfected at the cost (excepting as regards foreclosed or sold premises) of the said M. and his estate: 2. That during the continuance of this security the said M., his heirs, executors and administrators, will discharge and keep the said —, his heirs,

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(a) The term of the original lease.

executors, administrators and assigns indemnified against all liabilities under the said lease subsequently to the present date.

(21). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, his executors, administrators and assigns, that the said M. is entitled to execute this assignment of the premises free from incumbrances, and that he and all necessary persons will at the cost (excepting as regards foreclosed or sold premises) of the said M. and his estate do all acts required for perfecting such assignment and effecting the recovery of the said premises: [Provided (*a*) that the said M., his executors, administrators or assigns, shall not (excepting in the event of some interest being ten days unpaid after a written demand) be required to pay the said principal before the — day of — (*b*), or such earlier day as the holders or holder of this security shall by six calendar months' previous written notice appoint, the said M., his executors, administrators and assigns, being entitled meanwhile to the possession and use of the premises].

(22). The said (*mortgagor*), for himself, his heirs, executors and administrators, covenants (*c*) with the said —, his executors, administrators and assigns, that the said M. will pay the premiums on the said policy (and every policy effected under the subsequent power) when due, and will do nothing whereby any such policy may become void or voidable, and in every event of such policy becoming void or voidable or lapsing, will, at his own cost, do all acts required for enabling a policy in substitution for the same to be effected under the subsequent power.

(23). The said (*mortgagor*), for himself, his heirs, executors and administrators, covenants with the said —, his executors and administrators, that the said M., his heirs, executors, or administrators, will, on demand, reimburse the said —, his executors, administrators, or assigns, all expenses under the subsequent powers (*d*), with

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(*a*) The words in brackets are only required in a mortgage of chattels personal left in the mortgagor's possession.

(*b*) Five or ten years from date.

(*c*) Where the life policy has been assigned, this covenant will be a continuation of (21).

(*d*) The first part of this covenant may be omitted unless (25) or (26) have been used.

interest after the rate aforesaid, and will pay to him or them interest after the rate aforesaid on all principal monies continuing secured hereon by equal half yearly payments, on the — day of — and the — day of —, [but (a) so that payment of interest on such last mentioned monies, after the rate of (b) £ — per cent. per annum, within seven days next after each of the said half yearly days, shall satisfy this covenant as regards the interest payable on such half yearly day].

(24). The holders or holder of this security (whether varied or not on transfer) may sell the premises, and upon every sale (or attempted sale) and assurance thereof may deal with the premises and the purchase monies thereof as absolute owners or owner, excepting as mentioned in the next proviso (but so that, as regards the purchaser's protection, such ownership shall be deemed absolute without exception) : Provided that the purchase money shall be paid (after discharging all expenses and all monies continuing hereby secured) to the said (*mortgagor*), his executors, administrators, or assigns, and that (unless some interest shall be forty days in arrear) no sale shall be made without six calendar months' written notice to the said M., his executors, administrators, or assigns, such payment and notice as aforesaid to the executors or administrators of the said M. being sufficient as against all persons interested in the equity of redemption [(c) without reference to the nature of the premises].

(25). (d) They or he may also, unless the current year's receipt for a fire insurance of £ — on the premises shall be produced to them or him on demand, effect such insurance in any office (e), and may also in substitution for every policy comprised in this security which shall lapse or become void or voidable, effect in any office an insurance on the life of the said (*mortgagor*) for an amount equal to the aggre-

(a) This clause should be omitted unless there are special instructions for its insertion.

(b) The reduced amount.

(c) These words may be omitted where the security does not include real estate.

(d) Where (25) and (26) are used, they will form a continuance of the power of sale.

(e) The words applicable to life insurance will of course be struck out where only a fire insurance is intended, and *vice versa*.

gate monies then hereby secured, and the clauses and powers herein contained [(a) in reference to the said policy for £——], shall apply to every such substituted policy.

(26). They or he may also, whether in possession or receipt of the rents or not, and (as to every lease under these powers) either with or without taking a premium for the same, lease the premises either for twenty-one years or less, or else (if the lessee or lessees shall improve the same by building, or completing or repairing buildings, or agree to do so within two years next after the date of such lease) for ninety-nine years or less at ground rents (which during the first three years may be a peppercorn) (b), [and may also lease any substances in or under the premises, either with or without buildings and surface lands (and whether previously worked or not) for sixty years or less, with all usual powers for working and disposing of the demised premises or incidental thereto, and either at rents or royalties or both, and either with or without a minimum rent, and either with or without power to the lessee or lessees to determine any such lease.] They or he may also enter into such contracts and execute such works as shall be judged expedient, with a view to the exercise of these powers, or, in lieu of an exercise thereof, as might be done by lessees under such powers, (b) [and may also determine and accept surrenders of leases and other tenancies, and fell and sell any wood growing on the premises including underwood.]

(27). (c) All expenses under the preceding powers (other than the power of sale) with interest after the rate aforesaid, shall constitute a charge on the premises, the monies arising therefrom being applicable as the purchase monies aforesaid, or (as to fire insurance monies, and

(a) These words may be omitted where the policy is the only security.

(b) In mortgages of building land, or house property, these and the subsequent words in brackets will be omitted.

(c) Form (27) need not be inserted unless (25) or (26) have been used, or unless the mortgage is to secure *further advances* or an *account current*. The proviso at the end is applicable to the two last mentioned cases, and may be omitted in all other cases where the form is used, excepting where the security is a life policy *not* collateral to a life estate. The words as to fire insurance will of course be omitted where there is none, and similar words added in regard to a life policy which is collateral to a life estate. In a mortgage for an account current, for the words in brackets substitute "balance."



if the holders or holder of the security shall so elect) in rebuilding the premises insured. Provided that the aggregate of such expences as aforesaid, exclusive of fire insurance, and of the [said sum of £—, and such further advances as] aforesaid shall not exceed £ —.

(28). The said (*mortgagor*), for himself, his heirs, executors, and administrators, covenants with the said — their executors and administrators, that the said M., his heirs, executors or administrators, will pay to the said — or the [survivors or] survivor of them, his executors or administrators, or their or his assigns £— with interest after the rate of £— per cent. per annum on the (a) — day of — next.

(29). Provided that the receipts of the [survivors or] survivor, and the executors or administrators of the survivor of the said (*mortgagees*) shall be sufficient equitable and legal discharge for all monies hereby secured.

(30). The said (*mortgagor*) for himself, his heirs, executors and administrators, covenants with the said —, their executors and administrators, that the said M., his heirs, executors, administrators and assigns, will on demand reimburse the said —, or the [survivors or] survivor of them, his executors or administrators, or their or his assigns, all expenses under the subsequent powers (other than the power of sale), with interest after the rate aforesaid, and will pay to them or him interest after the rate aforesaid on all principal monies continuing secured hereon, by equal half-yearly payments (b), on the — day of — and the — day of —, [ (b) but so that payment of interest after the rate of £— (b) per cent. per annum, within seven days next after each of the said half-yearly days, shall satisfy this covenant as regards the interest payable on such half-yearly day.]

(31). Provided, 1. That the lessors may at all times enter upon and inspect the premises, and may also (if the lessees shall fail in discharging any (c) of their said liabilities) enter upon and repossess the premises as if this lease had not been executed; (d) [2. That this lease

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(a) Usually six months from date.

(b) See notes on (23).

(c) Equity will relieve against a forfeiture for nonpayment of rent.

(d) The words in brackets should not be inserted without special instructions.

may be determined at the end of the first seven or fourteen years by six calendar months written notice on either side, but so that no such notice by the lessees shall be valid, unless their said liabilities shall be discharged before the expiration thereof].

(32). The said (*lessor*) for himself, his heirs, executors and administrators, covenants with the said —, his executors and administrators, that the lessee's said liabilities being discharged, they or he shall occupy the premises without interruption from the lessors.

(33). (a) Disputes under these presents shall be referred to two arbitrators, whose written determination thereon (or that of an umpire chosen by themselves in case of difference) shall conclude the disputing parties (b). Within thirty days from written notice of arbitration, each disputing party shall name an arbitrator; if either shall fail to do so, both arbitrators shall be named by the other party. The arbitrators or their umpire may call in any professional assistance; may require the personal attendance and examination on oath of the parties and those claiming under them, and the production of all documents relative to the dispute; and may determine by whom the expenses of arbitration shall be defrayed, together with the amount thereof.

#### FORMS IN SETTLEMENTS, (34) to (57).

(34). (c) The said (*husband*) and (*intended wife*) do, for themselves, their heirs, executors and administrators, and each of them doth, for himself and herself, his and her heirs, executors and administrators, covenant with the said —, their executors, administrators and assigns, that, notwithstanding anything by the said W. done or knowingly suffered, she is entitled to execute this assignment of the premises free from incumbrances, and that she and the said H. and every person claiming under or in trust for them shall, at the cost of

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(a) These clauses will of course apply to other instruments, such as partnership deeds, &c.

(b) The agreement for arbitration may be made a rule of Court on application of any of the parties, under the Common Law Procedure Act, 1854, s. 17.

(c) If it is the husband's property which is settled, this covenant will easily be altered to one by the husband only.

the trust estate, do all acts required for perfecting such assignment or facilitating the recovery of the premises.

(35). The said (a) (*husband*) for himself, his heirs, executors and administrators, covenants with the said —, their executors and administrators, that the said H. will pay the premiums on every present or future policy subject to this trust when due, will do nothing whereby any such policy may become void or voidable, and will at his own cost, in every event of such policy becoming void or voidable or lapsing, do all acts required for enabling a policy in lieu thereof to be effected under the subsequent powers: and that he, his heirs, executors or administrators, will (whether such event as aforesaid shall have happened or not) pay to the said —, their executors, administrators or assigns, on demand, all monies paid by them or him for life assurance under the subsequent powers with interest after the rate of £5 per cent. per annum.

(36). Upon trust that the said — and the [survivors and] survivor of them, his heirs, executors or administrators, or their or his assigns, shall either retain or (subject until the death of both the said (*husband*) and (*intended wife*) to the written consent of such of them as shall be living), realize the premises and the investments under this trust and (subject as aforesaid) invest the monies realized in or upon any stocks, funds, shares or securities not being Irish or foreign or the personal security of any person.

(37). Upon trust that the said — and the [survivors and] survivor of them, his heirs, executors or administrators, or their or his assigns, shall either retain or realize the premises and the investments under this trust, and invest the monies realized (and also the sale monies of purchased real estate) in or upon any stocks, funds, shares and securities (not being Irish or foreign, or the personal security of any person) or in the purchase of real estate (including chattels real) to be vested in the said trustees or trustee, their heirs, executors, administrators and assigns, in trust for sale, with all powers of sale leasing and management appointed by the said trustees or trustee, whose execution of the vesting instrument shall be

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(a) Where the policy has been assigned to the trustees, this will form a continuation of the covenants for title.

deemed an appointment to the extent of all powers therein expressed : Provided that the exercise of the trusts and powers therein and hereinbefore expressed, shall, until the death of both of the said (*husband*) and (*intended wife*) be subject to the written consent of such of them as shall be living.

(38). The said trustees or trustee (*a*) shall pay the income of the trust premises (*b*) (including the clear rents and profits of unsold real estate held in trust for sale under [the said indenture of even date herewith and] these presents) during the joint lives of the said (*husband*) and (*intended wife*) to the said W. for her separate use, and so that no anticipation thereof shall be valid, and after the death of either of them to the survivor during his or her life. Subject to the foregoing trusts the premises shall be held in trust for such children or child of the marriage and in such manner as the said H. and W. shall by deed, or the survivor shall by deed, will or codicil, appoint, and so far as the same shall be unappointed, in trust for the children equally (or child if but one) of the marriage attaining twenty-one years or (being daughters or a daughter) marrying, (but so that no child shall take any unappointed share without bringing his or her appointed share into hotchpot): and on failure of the foregoing trusts, in trust for the said W. (if she shall survive the said H.), otherwise for such person or persons as she shall by will or codicil appoint, and so far as the same shall be unappointed for such persons as tenants in common (and in such shares) as on the said (*wife's*) death intestate and unmarried would have become entitled thereto under the statutes of distribution.

(39). Any property not hereinbefore settled of the said (*intended wife*) or the said (*husband*) in her right (whether present or future), which shall exceed £200 in value, shall be vested in the said trustees or trustee, their heirs, executors, administrators and assigns: As to property consisting of income only, upon the subsisting trusts of

(*a*) These forms assume that the previous part of the settlement has been framed according to the precedents in Part 3.

(*b*) The clause in a *parenthesis* may be omitted where there is no real estate held in trust for sale, and no power to purchase real estates. The words in *brackets* are necessary only where there is a separate sale deed, as in Precedent, No. 116.



income aforesaid; as to real estate (including chattels real) in trust for sale, and with all powers of sale, leasing and management appointed by the said trustees or trustee, whose execution of the vesting instrument shall be deemed an appointment to the extent of all powers therein expressed (but so that the exercise of any trust or power therein expressed shall be subject to such consent as aforesaid); as to money and investments (including the sale monies, rents and profits of real estate) upon such trusts, and subject to such clauses and provisos as if the same had been money investments and income held under the foregoing trusts; and as to all other chattels personal, in trust for the separate use of the said W.

(40). The said trustees or trustee (*a*) shall pay the income of the trust premises ((*a*) including the rents and profits of unsold hereditaments held in trust for sale [under the said indenture of even date herewith and] these presents) to the said (*husband*) during his life, and afterwards to the said (*intended wife*), (if she shall survive him) during her life. Subject to the foregoing trusts the premises shall be held in trust for such children or child of the marriage, and in such manner as the said H. and W. shall by deed, or the survivor shall by deed will or codicil appoint, and so far as the same shall be unappointed in trust for the children equally (or child if but one) of the marriage attaining twenty-one years, or (being daughters or a daughter) marrying, (but so that no child shall take any unappointed share without bringing his or her appointed share into hotchpot); and on failure of the trusts aforesaid, in trust for the said H., his executors, administrators and assigns.

(41). The decision of the said trustees or trustee (*b*) as to which of the invested premises shall have arisen from the respective premises hereby settled shall conclude all persons claiming under these presents.

(42). The said trustees or trustee may (subject to the trusts preceding the creation of such interest) raise and apply for any minor's benefit half or less of his or her interest under the trust, and apply the income of any minor's interest for his or her maintenance and

(*a*) See notes on (38).

(*b*) Where there are two sets of trustees, the *names* should be inserted in this form.

education (payment to a guardian being deemed such application), and accumulate any surplus upon the trusts and with the powers of the principal from which the same proceeded, or the income thereof. Provided, 1. That the trustees' receipts shall discharge persons paying (a) [purchase or other money] or transferring trust property from liability in regard to the application thereof. 2. That the said H. and W. and the survivor, and after such survivor's death the surviving and continuing trustees and trustee (or the executors or administrators of the last surviving or continuing trustee), may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, be abroad, retire, or refuse or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied either at the same or several times and in any order, and any one or more may be left unsupplied; and every refusing or retiring trustee shall be deemed continuing for the purpose of supplying (if willing) his own or any other then subsisting vacancy. [3. That no trustee shall be responsible for (a) deferring the sale of any real estate subject to be sold under the trusts of these presents (or the said indenture of even date herewith), notwithstanding any consequent loss or expiration of interest.] 4. That every trustee who shall be a solicitor or attorney [including the said —], shall be entitled to the same professional remuneration as if he had not been a trustee.

(43). The said trustees or trustee may (without prejudice to the liability of the said (*husband*) under his covenant) pay out of the income of the trust premises (or otherwise) the premium on any policy subject to this trust; and in every event of such policy lapsing or becoming void or voidable may effect in their or his names or name, and in any office, a new policy for £—— on the life of the said H. They may (without prejudice to the trusts preceding the creation of such interest) raise and apply for any minor's benefit half or less of his or her interest under the trust, and apply for any minor's maintenance or education the income of his or her said interest (payment to a

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(a) The words in *brackets* may be omitted where there is no real estate held (or subject by agreement as in (39) to be held) in trust for sale, and no power to purchase real estate. The words in *parenthesis* are only necessary where there is a separate sale deed.

guardian being deemed such application), and accumulate any surplus upon the trusts, and with the powers of the principal from which the same proceeded, or the income thereof. Provided, 1. That the trustees' receipts shall discharge persons paying policy [purchase] or other monies, or transferring trust property from liability in regard to the application thereof. 2. That the H. and W., and the survivor, and after such survivor's death the surviving or continuing trustees or trustee, or the executors or administrators of the last surviving or continuing trustee may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire, or be abroad, or refuse or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied either at the same or several times and in any order, and any one or more be left unsupplied: And every refusing or retiring trustee shall be deemed continuing for the purpose of supplying (if willing) his own or any other then subsisting vacancy. 3. (a) That no trustee of these presents shall be responsible for [deferring the sale of any real estate, subject to be sold under the trusts of these presents (or the said indenture of even date herewith), notwithstanding any consequent loss or expiration of interest, nor for] omitting to keep up any policy subject to this trust or to effect any new policy, or to sue the said H., his heirs, executors or administrators under his covenants. 4. That every trustee who shall be a solicitor or attorney [including the said —] shall be entitled to the same professional remuneration as if he had not been a trustee.

(44). (b) The said (*husband*) for himself, his heirs, executors and administrators (c), covenants with the said —, their heirs and assigns, that notwithstanding anything by the said H. or his ancestors done or knowingly suffered, he is entitled to execute this grant of the premises free from incumbrances, and that he and every person claiming under

(a) See note (a) to (42).

(b) It is assumed in these forms, (44) to (48), that the converted property will not be conveyed by the settlement itself, and that the respective properties (if more than one) will be conveyed or assigned by separate instruments.

(c) If it is the wife's property which is settled, this should be extended to a covenant on her behalf, as in (34).

or in trust for him or his ancestors will, at the cost of the trust estate, do all acts required for perfecting such grant.

(45). (a) The said (*husband*) for himself, his heirs, executors and administrators, covenants with the said —, their executors, administrators and assigns, that notwithstanding anything by the said H. done or knowingly suffered, the said lease is subsisting unprejudiced, and the said H. entitled to execute this assignment of the premises free from incumbrances and liability under the said lease up to the present date, and that he and every person claiming under or in trust for him shall, at the cost of the trust estate, do all acts required for perfecting such assignment.

(46). Upon trust that the said — and the [survivors and] survivor of them, his heirs (b), or their or his assigns, shall (subject until the death of both the said (*husband*) and (*intended wife*) to the written consent of such of them as shall be living) sell the same premises, with absolute discretion as to the conditions, time, and mode of sale, and with power to buy in and resell the premises, to contract and rescind contracts, and to execute assurances. The clear sale monies (with the rents and profits of unsold premises) shall be held upon the trusts and subject to the clauses and provisoes expressed concerning the same in an indenture of settlement between the said parties hereto [(c) and others] bearing even date herewith.

(47). Provided, 1. That (subject to such consent as aforesaid) the said trustees or trustee may lease the unsold hereditaments for twenty-one years (or less) in possession at rack-rent. 2. That the trustees' receipts shall discharge persons paying purchase or other money from liability in regard to the application thereof. 3. That the said (*husband*) and (*intended wife*) and the survivor, and after such survivor's death the surviving or continuing trustees or trustee (or the executors or administrators of the last surviving or continuing trustee) may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire, or be abroad, or refuse or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies

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(a) See note on (44).

(b) In leaseholds, "executors or administrators" throughout instead of "heirs."

(c) Omit if not the fact.



may be supplied either at the same or several times, and in any order, and any one or more be left unsupplied: And every refusing or retiring trustee shall be deemed continuing for the purpose of supplying (if willing) his own or any other then subsisting vacancy.

(48). Provided, 1. That (subject to such consent as aforesaid) the said trustees or trustee may lease the unsold hereditaments either for twenty-one years (or less) in possession at rack-rent, or else (in case the lessee or lessees shall improve the same, by building or completing or repairing buildings, or agree to do so within two years next after the date of any such lease) for ninety-nine years (or less) in possession at ground rents, which during the first three years may be a peppercorn, but afterwards the best rent that can be gotten; may lease any substances in or under the unsold hereditaments either with or without buildings and surface lands (and whether previously worked or not) for sixty years (or less) in possession, with usual powers for working and disposing of the demised premises or incidental thereto, and either at rents or royalties, or both, and either with or without power to the lessee or lessees to determine any such lease, (but reserving in every such lease the best rent (or if royalties are reserved, the best rent and highest royalties) that can be gotten); may enter into such contracts and execute such works as shall be judged expedient, with a view to the exercise of these powers; may determine and accept surrenders of tenancies; may fell wood (including underwood) for sale, use upon the property, improvement of other wood or ornament; may drain lands; may insure buildings against fire; may (either for the permanent benefit of the premises or for profit, and so that in lieu of any other application hereby directed, the clear profits arising thereby shall be applicable, if the said trustees or trustee shall think fit, after keeping down mortgage interest in the same manner as mortgage monies raised under these powers) do all acts which might be done by lessees under these powers; and may for any of the purposes of these powers raise money by mortgage with power of sale of the unsold premises, the mortgagee or mortgagees of which shall not be bound to see that the money raised was required for any such purpose as aforesaid. 2. That the trustees' receipts shall discharge persons paying purchase mortgage or other money from liability in regard to the application thereof. 3. That the said (*husband*) and

(*intended wife*) and the survivor, and after such survivor's death the surviving or continuing trustees or trustee, or the executors or administrators of the last surviving or continuing trustee, may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire, or be abroad, or decline or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied at the same or several times, and in any order, and any one or more be left unsupplied: And every refusing or retiring trustee shall be deemed continuing for the purpose of supplying (if willing) his own or any other then subsisting vacancy.

(49). Upon trust that the said — or the [survivors or] survivor of them, his (*a*) [heirs], executors, or administrators, or their or his assigns, shall (subject until the death of both the said (*husband*) and (*intended wife*), to the written consent of such of them as shall be living) invest the same monies and the monies realized under this trust in or upon any stocks, funds, shares, or securities, not being Irish or foreign, or the personal security of any person, and so that the said trustees or trustee may (subject to such consent as aforesaid) either retain or realize every such investment.

(50). Upon trust that the said — or the [survivors or] survivor of them, his heirs, executors, or administrators, or their or his assigns, shall invest the same monies and also the monies realized under this trust, and the clear sale monies of purchased real estates, in or upon any stocks, funds, shares, or securities, not being Irish or foreign or the personal security of any person, (and so that the said trustees or trustee may either retain or realize every such investment), or in the purchase of real estate (including chattels real), to be vested in the said trustees or trustee, their heirs, executors, administrators, or assigns, in trust for sale, with such powers of sale leasing and management as shall be appointed by the said trustees or trustee, whose execution of the vesting instrument shall be deemed an appointment to the extent of all powers therein expressed. Provided

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(*a*) Omit the word "heirs" where the money fund has not arisen from the sale of real estate, *e. g.*, from the sale of leaseholds settled in trust for sale, from a policy, money in hand, covenant, &c.

that the exercise of any trust or power therein or hereinbefore expressed shall be subject, until the death of both the said (*husband*) and (*intended wife*), to the written consent of such of them as shall be living.

(51). The said (*husband*), for himself, his heirs, executors and administrators, covenants with the said —, their heirs and assigns, that notwithstanding anything by the said H. or his ancestors done or knowingly suffered, he is entitled to execute this grant of the premises free from incumbrances; and that he and every person claiming under or in trust for him or his ancestors, shall, at the cost of the settled estates, do all acts required for perfecting such grant.

(52). The said (*husband*), for himself, his heirs, executors and administrators, covenants with the said —, their heirs, executors, administrators and assigns, that notwithstanding anything by the said H. or his ancestors done or knowingly suffered, the respective leases or grants of the said 2ndly [and 3rdly] scheduled premises are subsisting unprejudiced, and the said H. is entitled to execute this assurance of the respective premises free from incumbrances and liability under the said respective leases or grants up to the present date; and that he and every person claiming under or in trust for him or his ancestors, shall, at the cost of the settled estates, do all acts required for perfecting such assurance.

(53). (a) The grant hereinbefore contained shall enure (after the marriage) to the use of the said X. and Y. (b), their executors, administrators and assigns, for the term of 99 years, from the — day of —, upon trust that they and the survivor of them, his executors or administrators, or their or his assigns, shall, during the joint lives of the said (*husband*) and (*intended wife*), raise and pay to the said W. for her separate use the annual sum of £—, by equal quarterly payments (commencing the — day of — next), no anticipation of which by her shall be valid: And after expiration or determination

(a) Where the settlement contains successive life estates, in lieu of forms (53) to (57) the following should be used: (66), (67), (41), (68), (69) and (70). A slight alteration will be necessary to adapt the language of a will to that of deeds, particularly as regards the creation of the estates in tail or tail male in (66).

(b) Special trustees for the purposes of this term, not identical with the *general* trustees of the settlement.



of the said term, to the use of the said H. during his life: And after his death to the use that the said W. may receive during her life, in bar of all dower and freebench, a yearly rent-charge of £ — , payable by equal quarterly payments, commencing at the end of three calendar months from the said H.'s death, and may recover all arrears thereof exceeding forty days arrears and all expenses attending such recovery, by entry and possession or perception of rents and profits of the premises: And subject thereto, to the use of the said (a) —, their executors, administrators and assigns, for the term of 1000 years, from the — day of —, upon trust that they and the survivors and survivor of them, his executors or administrators, or their or his assigns, shall receive and pay to the said W. all arrears (exceeding forty days arrears) of the rent-charge hereinbefore limited in use, and all expenses as aforesaid, and shall also discharge all expenses under these presents; and subject thereto, shall execute to the said X. and Y., or the survivor of them, his executors or administrators, upon the attaining twenty-one years by the first child of the marriage (excepting a tenant in tail male in possession of the said premises) who shall attain that age, or upon the death of the said H. (whichever shall last happen) a mortgage by demise with power of sale of the premises for the portion sum of £30,000 (b) (of which £5000 shall not be called in until more than one child of the marriage (excepting as aforesaid) shall have attained twenty-one years, and a further £5000 shall not be called in until more than two children of the marriage (excepting as aforesaid) shall have attained twenty-one years), with interest on the total portion sum at £4 per cent. per annum; and shall also pay to the said X. and Y., or the survivor of them, his executors or administrators, during the interval which may elapse between the death of the said H. and the execution of the said mortgage, or such part thereof as any child of the marriage (excepting as aforesaid) may be living, a yearly sum equal to what the interest on the said portion sum would amount to if such mortgage were then executed; it being agreed that the said portion sum shall not be deemed to be charged under the said 1000 years term until the period for executing

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(a) The general trustees of the settlement.

(b) These sums are stated as illustrations only.

the mortgage for the same shall have arrived : And after expiration or determination of the said term, to the use of the first and every other son successively of the said intended marriage, and the heirs male of their respective bodies issuing ; and for default of such issue, to the use of the said H. and his heirs.

(54). Provided, 1. That the said annual sum arrears and expenses, raisable under the said terms shall be raised first out of the rents and profits of the premises and in default thereof by mortgage with power of sale, the surplus rents and profits being paid to the next reversioner, and the said terms determining when no actual or possible trust thereof shall be subsisting. 2. That during the minority of each son of the marriage who (but for this proviso) would be entitled to an estate in possession, the said (a) — and the survivors and survivor of them, his executors or administrators, or their or his assigns, shall enter upon, manage and receive the rents and profits of the premises, with power during such management to exercise all acts of ownership, and particularly to determine and accept surrenders of tenancies, to fell wood (including underwood) for sale, use, improvement of lands or other wood or ornament, to drain lands, to insure buildings against fire, and (either for the permanent benefit of the said premises or as a source of profit) to do any acts which might be done by lessees under the subsequent powers, the clear rents and profits of the said premises during such management, after defraying all expences thereof, being applied (after keeping down mortgage interest and annual charges) for the minor's maintenance and education to such amount as the said trustees or trustee shall think fit (and so that payment to a guardian shall be deemed such application), and the residue (as well as the monies realized from investments under this clause) invested and accumulated in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person ; and so that the said trustees or trustee may either realize such investments and accumulations for the time being or retain the same in trust for the son during whose minority the same shall have arisen provided he shall attain twenty-one years, otherwise upon the trusts and subject to the clauses and provisoes herein

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(a) The general trustees.

expressed concerning the sale monies arising under the subsequent power. 3. That the several estates hercinbefore limited (including every such entry, possession, management and perception of rents and profits as aforesaid) shall be without impeachment of waste. 4. That so much of the respective portion sums charged under the said 1000 years term as shall not ultimately become subject to be called in under the trusts thereof, with the interest (or yearly payment in lieu of interest) or other the income thereof, shall be held upon the trusts, and subject to the clauses and provisos hereinafter expressed concerning the sale monies arising under the subsequent power, and the investments and income thereof. 5. That (subject to the last proviso) the said X. and Y. and the survivor of them, his executors and administrators, shall hold the said portion sum if charged under the said 1000 years term, and all securities and interest (or yearly sum in lieu of interest) for the same, upon trust that they or he shall either retain or realize the same portion sum (so far as the same shall be subject to be called in) and the other investments under this trust, and invest the monies realized in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person, and shall hold the same premises and all income thereof in trust for the children equally, or child if but one, of the marriage who shall (either before or after the same portion sum shall become charged) attain twenty-one years, excepting any children or child who or whose issue shall (before the same portion sum shall become charged) become entitled to an estate in tail male in possession; it being agreed that (subject to the last proviso) the said X. and Y. and the survivor of them, his executors or administrators, may raise and apply for any minor's benefit half or less of his or her interest under these trusts, and apply the income (including such mortgage interest or yearly sum in lieu thereof as aforesaid) of his or her said interest for his or her maintenance and education (payment to a guardian being deemed such application), and accumulate any surplus upon the trusts and with the powers of the principal fund from which the same proceeded or the income thereof.

(55). Provided, 1. That during the life of the said (*husband*) and also during such management as aforesaid, the said — and the survivors and survivor of them, his executors or administrators, or their or his

assigns, may sell the premises, [(a) may concur with the owners of other undivided shares therein in partitioning the same], and may exchange the same for other hereditaments with the discretion of absolute owners as to the conditions, mode, and time of sales and [partitions and] exchanges, and with power to contract and rescind contracts, to buy in and resell the premises, to receive and pay money for equality of [partition or] exchange, and to effectuate every exercise of these powers, by revoking by any deed or deeds the uses, trusts, clauses and provisoes herein expressed concerning the premises sold (without prejudice to subsisting mortgages and leases), and by the same or any other deed or deeds appointing the same premises to such uses, upon such trusts and subject to such clauses and provisoes as shall be required: It being agreed, that the monies arising under these powers shall be disposed of in the purchase of freehold estates of inheritance, to be settled to the uses upon the trusts and subject to the clauses and provisoes subsisting by virtue hereof in the premises comprised in the first schedule hereto; and further, that until such disposition the monies arising as aforesaid or realized from investments under this trust shall be invested in or upon any stocks, funds, shares or securities not being Irish or foreign, or the personal security of any person, (and so that the said trustees or trustee may either retain or realize every investment thereof, applying the income as if it had been the rents and profits of purchased hereditaments); and further, that during the life of the said [*husband*] no sale [partition] or exchange shall be valid unless he shall be a party to and execute the deed (or one of the deeds) by which the same is effectuated, nor shall any disposition, application, investment or realizing of investments of the monies arising under this power be made during the life of the said H. without his written consent. 2. That the said H. during his life, and after his death and during such management as aforesaid the said trustees or trustee, may lease the premises either for twenty-one years (or less) in possession at rack rent, or else (in case the lessee or lessees shall improve the same by building, or completing, or repairing buildings, or agree to do so within two years next after the date of any

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(a) If there are no undivided shares settled, the words applicable to partition may be omitted.



such lease) for ninety-nine years or less in possession at ground rents, (which during the first three years may be a peppercorn, but afterwards the best rent that can be gotten); may lease any substances in or under the premises (either with or without buildings and surface lands, and whether previously worked or not) for sixty years or less in possession, with usual powers for working and disposing of the demised premises or incidental thereto, and either with or without power to the lessee or lessees to determine any such lease, but reserving in any such lease the best rent (or if royalties are reserved, the best minimum rent and highest royalties) that can be gotten; and may enter into such contracts and execute such works as shall be judged expedient with a view to the exercise of these powers.

(56). The said — their executors, administrators and assigns, shall hold the 2ndly scheduled premises upon such trusts and subject to such clauses and provisoes as will (without multiplying charges) correspond to the uses, trusts, clauses and provisoes herein expressed concerning the 1stly scheduled premises so far as the rules of law and equity will permit, but so that the 2ndly scheduled premises shall not vest absolutely in any son of the marriage not attaining twenty-one years.

(57). Provided also, 1. That the trustee's receipts shall discharge persons paying purchase mortgage or other money or transferring trust property from all liability in regard to the application thereof. 2. That the said (*husband*), and after his decease the surviving or continuing trustees or trustee, or the executors or administrators of the last surviving continuing trustee of the same premises, may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire, or be abroad, or decline or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied either at the same or several times, and in any order, and any one or more be left unsupplied; and every refusing or retiring trustee shall be deemed continuing for the purpose of supplying (if willing) his own or any other then subsisting vacancy. [3. That no trustee of these presents shall be responsible for (*a*) — omitting to renew any lease

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(*a*) These words may be omitted where there are no renewable leaseholds settled.

or grant of the said 2ndly and 3rdly scheduled premises.] 4. That every trustee of these presents who shall be a solicitor or attorney [including the said —] shall be entitled to the same professional remuneration as if he had not been a trustee.

#### FORMS IN WILLS, (58) to (70).

(58). Upon trust that the said —, or the survivors or survivor of them his (a) [heirs] executors or administrators, or their or his assigns, shall either retain or realize my invested personalty and the investments under this trust, and shall realize all my other personalty, investing the monies realized and my ready money (a) [with the sale monies of my real estate devised in trust for sale] (after paying my funeral and testamentary expenses, debts and legacies), in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person.

(59). Upon trust that the said —, or the survivors or survivor of them, his heirs, executors or administrators, or their or his assigns, shall either retain or realize my invested personalty and the investments under this trust, and shall realize all my other personalty, investing my ready money and the monies realized under this trust, with the sale monies [(b) as well of my real estate devised, in trust for sale as] of purchased real estate (after paying my funeral and testamentary expenses, debts and legacies), in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person, or in the purchase of real estate (including chattels real), to be vested in the said trustees or trustee, their heirs, executors, administrators and assigns in trust for sale, with all powers of sale leasing and management appointed by my said trustees or trustee, whose execution of the vesting instrument shall be deemed an appointment to the extent of all powers therein expressed.

(60). The income of the trust premises [(c) with the clear rents

(a) Omit the words in brackets where the will includes no real estate in trust for sale.

(b) Omit the words in brackets where the will includes no realty in trust for sale.

(c) These words may be omitted unless (59) has been used, or unless the will includes realty in trust for sale.

and profits as well of purchased real estate as of my unsold real estate devised in trust for sale] shall be paid (after satisfaction thereof of annuities subsisting under [my will or] any codicil hereto, and so that no consols or other specific investment need be appropriated or purchased for that purpose) to my wife during her life. Subject to the foregoing trusts, the premises shall be held in trust for such my children or child in such manner as my said wife shall by deed, will or codicil appoint; and so far as the same shall be unappointed, in trust for my children equally (or child, if but one), who shall be living at or born after my death (or be then dead, leaving issue then living), and shall attain twenty-one years or (being daughters or a daughter) shall marry, (but so that no child shall take any unappointed share without bringing his or her appointed share into hotchpot); and on failure of the foregoing trusts, in trust for A. B., of —, absolutely.

(61). The income of the trust premises [(a) with the clear rents and profits as well of purchased real estate as of my unsold real estate devised in trust for sale] shall be paid (after satisfaction thereof of annuities subsisting under [my will or] any codicil hereto, and so that no consols or other specific investment need be appropriated or purchased for that purpose) to my wife during her life, or such part thereof as she shall continue my widow unmarried. Subject to the foregoing trusts, the premises shall be held in trust for such my children or child in such manner as my wife (being my widow and unmarried) shall by deed, will or codicil appoint; and so far as the same shall be unappointed, in trust for my children equally (or child, if but one) who shall be living at or born after my death, or be then dead leaving issue then living, and shall attain twenty-one years, or (being daughters or a daughter) shall marry, (but so that no child shall take any unappointed share without bringing his or her appointed share into hotchpot); and on failure of the foregoing trusts, in trust for A. B. absolutely.

(62). Provided (b), 1. That my said trustees or trustee may (without prejudice to the trusts preceding the creation of such interest) raise

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(a) The words may be omitted unless (59) has been used, or unless the will includes realty in trust for sale.

(b) The words in brackets in this form may be omitted unless (59) has been used, or unless the will includes realty in trust for sale.



and apply for any minor's benefit half or less of his or her interest under the trust, and apply the income of his or her said interest for his or her maintenance and education (payment to a guardian being deemed such application), and accumulate any surplus upon the trusts, and with the powers of the principal from which the same proceeded or the income thereof [and may also (subject to such consent as aforesaid) lease my unsold real estate devised in trust for sale for twenty-one years or less in possession at rack rent] : 2. That the trustees' receipts shall discharge persons paying purchase or other money or transferring trust property from liability in regard to the application thereof : 3. That the surviving or continuing trustees or trustee (or the executors or administrators of the last surviving or continuing trustee) may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire, or be abroad, or refuse or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied at the same or several times and in any order (and so that any one or more may be left unsupplied), and if occasioned by the death of an original trustee or trustees, whether such death shall precede mine or not ; and every refusing or retiring trustee shall be deemed continuing for the purpose of supplying, if willing, his own or any other then subsisting vacancy : [4. That no trustee shall be responsible for deferring the sale of any real estate, notwithstanding any consequent loss or expiration of interest] : 5. That every trustee and executor of my will who may be a solicitor or attorney [including the said —] shall be entitled to the same professional remuneration as if he had not been such trustee or executor.

(63). I appoint my wife (*a*) [and such persons as she shall by will or codicil appoint] the guardian and guardians of my children during their respective minorities ; I devise my trust and mortgage estates (subject to the equities subsisting therein) unto and to the use of the said —, their heirs, executors, administrators and assigns, the mortgage money being taken as part of my personal estate ; And I appoint the said — my executors, with power for them and every acting executor of my will to compound or satisfy claims against my estate

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(*a*) This will of course be framed according to instructions.

upon any evidence, and to accept any composition or security for or allow time (either with or without composition or security) for the payment of debts owing to my estate, without liability for loss.

(64). Upon trust that the said —, and the survivors and survivor of them, his heirs, executors or administrators, or their or his assigns, shall (subject during my wife's life to her written consent) sell the same premises, with the discretion of absolute owners as to the conditions, time and mode of sale, and with power to buy in and resell the premises, to execute and rescind contracts, and to execute assurances of the premises sold.

(65). Provided, 1. That my said trustees and trustee may (without prejudice to the trusts preceding the creation thereof) raise and apply for any minor's benefit half or less of his or her interest under the trust, and apply the income of any minor's said interest for his or her maintenance or education, accumulating any surplus upon the trusts and with the powers of the principal from which the same proceeded, or the income thereof. Subject to such consent as aforesaid, they or he may also lease my real estate devised in trust for sale, either for twenty-one years or less in possession, at rack-rent, or else (in case the lessee or lessees shall improve the same by building or completing or repairing buildings, or agree to do so, within two years next after the date of any such lease) for ninety-nine years (or less) in possession, at ground rents which, during the first three years, may be a peppercorn, but afterwards the best rent that can be gotten; may lease any substances in or under the unsold hereditaments, either with or without buildings and surface lands (and whether previously worked or not) for sixty years (or less) in possession, with usual powers for working and disposing of the demised premises, or incidental thereto, and either at rents or royalties, or both, and either with or without power to the lessee to determine any such lease, reserving in every such lease the best rent (or if royalties are reserved the best minimum rent and highest royalties) that can be gotten; may enter into such contracts and execute such works as shall be judged expedient with a view to the exercise of these powers; may determine and accept surrenders of tenancies; may fell wood (including underwood) for sale, use upon the property, improvement of lands or other wood or ornament; may drain lands; may insure buildings against fire; may (either for the permanent benefit of the property, or

as a source of profit, and so that in lieu of any application thereof hereby directed the clear profits may, if my said trustees or trustee shall think fit, after keeping down mortgage interest be applicable as mortgage monies raised under the subsequent power) execute all works which might be executed by lessees under these powers; and may for any of the purposes of my will raise money by mortgages with power of sale of the unsold hereditaments, the mortgagee or mortgagees of which shall not be bound to see that the money raised was required for such purposes: 2. That the trustees' receipts shall discharge persons paying purchase, mortgage or other money, or transferring trust property, from liability in regard to the application thereof: 3. That the surviving or continuing trustees or trustee, or the executors or administrators of the last surviving or continuing trustee, may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire, or be abroad, or refuse or become incapable to act, the premises being on each appointment revested or not at discretion. The vacancies may be supplied at the same or several times, and in any order (and so that any one or more may be left unsupplied), and (if occasioned by the death of an original trustee or trustees) whether such death shall precede mine or not; and every refusing or retiring trustee shall be deemed continuing for the purpose of supplying his own or any other then subsisting vacancy: 4. That no trustee shall be responsible for deferring the sale of any real estate, notwithstanding any consequent loss or expiration of interest: 5. That every trustee or executor of my will who shall be a solicitor or attorney [including the said —] shall be entitled to the same professional remuneration as if he had not been such trustee or executor.

(66). I devise my real estate (not hereby otherwise disposed of) to the use that my wife may receive during her life a yearly rent charge of £—— payable by equal quarterly payments, commencing at the end of three calendar months from my death, and may recover all arrears thereof, exceeding forty days arrears and all expenses attending such recovery, by entry and possession or perception of rents and profits: And subject thereto to the use of (a) X. and Y., their executors,

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(a) Special trustees not the general trustees of the will.

administrators and assigns, for the term of 500 years from my death, upon trust that they and the survivor of them, his executors or administrators or their or his assigns, shall pay to the persons entitled thereto, according to their priorities, all arrears exceeding forty days arrears of the subsisting rent charges under my will, and all expenses attending such recovery: And after expiration or determination of the said term, to the use of (a) — and — their executors, administrators and assigns, for the term of 1000 years from my death, upon trust that they and the survivors and survivor of them, his executors or administrators or their or his assigns, shall defray all expenses of their trust, and subject thereto and to the rent-charges subsisting under my will, shall, upon the attaining twenty-one years by the first child (excepting a tenant in tail male in possession) of every tenant for life becoming entitled in possession under the subsequent limitations who shall attain that age, or upon the death of such tenant for life (whichever shall last happen) execute to the said X. and Y. or the survivor of them, his executors or administrators (in case such tenant for life shall by deed either before or after becoming entitled in possession, or by will or codicil so appoint), a mortgage or further charge with power of sale of my said real estate for the portion sum of £10,000) of which £1500 shall not be called in until more than one child (excepting as aforesaid) of such tenant for life shall have attained twenty-one years, and a further £1500 shall not be called in until more than two such children (excepting as aforesaid) shall have attained twenty-one years), with interest after the rate of £1 per cent. per annum on the total amount of each such portion sum, and shall also (in the case last aforesaid and subject as aforesaid,) pay to the said X. and Y. and the survivor of them, his executors or administrators, during the interval which may elapse between the death of such tenant for life and the execution of such mortgage or future charge (or such portion thereof as any child excepting as aforesaid of a tenant for life in possession in favour of whose children each such portion sum of £10,000 is hereinbefore made chargeable shall be living), a yearly sum equal to what the interest on the same portion sum would amount to if such mortgage or further charge were then

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(a) The general trustees



executed ; It being my will that no portion sum shall be deemed to be charged under the said 1000 years term, until the period for executing the mortgage or further charge hereinbefore directed to be executed for the same shall have arrived : And after expiration or determination of the said term to the use of each of my sons successively during his life, and after his decease to the use of his first and other sons successively in tail male, with a remainder immediately after the estate of each tenant for life who shall become entitled in possession, to the use that his widow may (if he shall by deed either before or after becoming so entitled, and either before or after marriage, so appoint, and in priority to the portion sum and interest or yearly sum in lieu thereof (if any) appointed by such tenant for life under the said 1000 years term) receive during her life a rent-charge of £—— payable by equal quarterly payments, commencing at the end of three calendar months from his death ; and may recover all arrears thereof (exceeding forty days arrears), and all expenses attending such recovery by entry and possession or perception of profits of my said real estate : With remainder to the use of my heirs.

(67). Provided, 1. That the arrears and expenses raisable under the said terms shall be raised in the first instance out of the clear rents and profits of the premises, and in default thereof by mortgage with power of sale, the surplus rents and profits under the said terms being paid to the next reversioner, and the same terms determining when there shall be no actual or possible trust thereof subsisting. 2. That during the minority of every tenant for life or tenant in tail male by purchase, who (but for this proviso) would be entitled to an estate in possession, the said —— and the survivors and survivor of them, his executors or administrators, or their or his assigns, shall enter upon, manage and receive the rents and profits of the premises, with power during such management to exercise all acts of ownership, and particularly to determine and accept surrenders of tenancies, to fell wood (including underwood) for sale, use, improvement of lands, or other wood or ornament, to drain lands, to insure buildings against fire and (either for the permanent benefit of the premises or as a source of profit) to do and execute any works which might be done or executed by lessees under the subsequent powers, the rents and profits of the premises during such management, after defraying all expenses thereof, being applied after keeping down mortgage interest and annual charges

for the minor's maintenance and education, to such amount as the said trustees or trustee shall think fit (and so that payment to a guardian shall be deemed such application), and the residue (as well as the monies realized from investments under this clause) invested and accumulated in or upon any stocks, funds, shares, or securities, not being Irish or foreign, or the personal security of any person, and so that my said trustees or trustee may either realize such investments and accumulations, or retain the same in trust for the person during whose minority the same shall have arisen, provided he shall attain twenty-one years, otherwise upon the trusts and subject to the clauses and provisos herein expressed concerning the sale monies arising under the subsequent power. 3. That the several estates hereinbefore limited (including every such entry, possession, management and perception of profits as hereinbefore mentioned,) shall be without impeachment of waste. 4. That so much of the respective portion sums charged under the said 1000 years term, as shall not ultimately become subject to be called in under the trusts hereof, with the interest (or yearly payment in lieu of interest) or other income thereof, shall be held upon the trusts and subject to the clauses and provisos hereinafter expressed concerning the sale monies arising under the subsequent power and the investments and income thereof. 5. That (subject to the last proviso) the said X. and Y. and the survivor of them, his executors or administrators, shall hold the portion sums charged under the said 1000 years term, and all securities and interest (or yearly sum in lieu of interest) for the same, upon trust that they or he shall either retain or realize the same portion sums (so far as the same shall be subject to be called in) and the other investments under this proviso, and invest the monies realized in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person; and shall hold the same premises in trust for the children equally, or child, if but one, of the tenant for life, by whom the same was appointed, who shall (either before or after the same portion sum shall become charged) attain twenty-one years, excepting any children or child who or whose issue shall (before such portion sum shall become charged) become entitled to an estate in tail male in possession: It being further my will that (subject to the last proviso) the said X. and Y. and the survivor of them, his executors or adminis-

trators, may raise and apply for any minor's benefit half or less of his or her interest under the trust, and apply the income (including such interest or yearly sum in lieu thereof as aforesaid) of his or her said interest for his or her maintenance or education (payment to a guardian being deemed such application), and accumulate any surplus upon the trusts and with the powers of the principal from which the same proceeded or the income thereof. 6. That the maximum, payable quarterly in respect of the rent-charges appointed under the foregoing powers shall be £—, the excess over which of the quarterly total of rent-charges so appointed shall not be raised or deemed to be subsisting within the meaning of my will, the loss being borne by the rent-charges appointed according to priority of interest in the person exercising the power. 7. That if at any time the aggregate of portion sums or parts of portion sums charged, and subject to be called in under the said 1000 years term, shall amount to £—, no further portion sum or part of a portion sum shall be charged under the said 1000 years term, the loss being borne exclusively by the portion sums or parts of portion sums becoming subject to this proviso.

(68). Provided also, 1. That during the life of every tenant for life in possession who shall be of full age, and also during such management as aforesaid, the said —, and the survivors and survivor of them, his executors or administrators, or their or his assigns, may sell the said premises, [(a) may concur with the owners of other undivided shares therein in partitioning the same], and may exchange the same for other hereditaments, with the discretion of absolute owners as to the conditions, mode and time of sales [partitions and] exchanges, and with power to contract and rescind contracts, to buy in and resell the premises, to receive and pay money for equality of [partition or] exchange, and to effectuate every exercise of these powers by revoking by any deed or deeds the uses, trusts, clauses and provisos herein expressed concerning the premises sold (without prejudice to subsisting mortgages and leases), and by the same or any other deed or deeds appointing the said premises to such uses, upon such trusts and

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(a) If the will includes no undivided shares, the words applicable to partition may be omitted.



subject to such clauses and provisoes as shall be required : it being further my will, that the monies arising under these powers shall be disposed of in the purchase of freehold estates of inheritance, to be settled to the uses, upon the trusts, and subject to the clauses and provisoes subsisting in respect of my real estate limited in use ; and further, that until such disposition the monies arising as aforesaid or realized from investments under this trust, shall either be applied in paying off charges on the premises, or else invested in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person, and so that my said trustees or trustee may either retain or realize every such investment, applying the income thereof as if the same had been the profits of purchased hereditaments ; and further, that during the life of every tenant for life in possession who shall be of full age, no sale [partition] or exchange shall be valid unless he shall execute the deed (or one of the deeds) by which the same is effectuated, nor shall any disposition, application, investment or realizing the investments of the monies arising under these powers, be made during his lifetime without his written consent. 2. That every tenant for life in possession who shall be of full age, during his life, and when there shall be no such tenant for life and during such management as aforesaid the said trustees or trustee, may lease the premises either for twenty-one years (or less) in possession at rack rent, or else (in case the lessee or lessees shall improve the same by building or completing, or repairing buildings, or agree to do so within two years next after the date of any such lease) for ninety-nine years or less in possession at ground rents (which during the first three years may be a peppercorn rent, but afterwards the best rent that can be gotten), may lease any substances in or under the premises (either with or without buildings and surface lands, and whether previously worked or not) for sixty years or less in possession, with usual powers for working and disposing of the demised premises, or incidental thereto, and either with or without power to the lessee or lessees to determine any such lease, but reserving in every such lease the best rent (or if royalties are reserved the best rent and highest royalties) that can be gotten, and may enter into such contracts, and execute such works as shall be judged expedient, with a view to the exercise of these powers.

(69). I devise and bequeath my leaseholds for lives or years, and all other my personal estate not hereby otherwise bequeathed, unto and to the use of —, their executors, administrators and assigns : As to my leasehold premises, during the lives and life terms or term for which the same are respectively holden, and upon such trusts and subject to such clauses and provisoes as will (without multiplying charges) correspond to the uses, trusts, clauses and provisoes herein expressed concerning my real estate limited in use so far as the rules of law and equity will permit (but so that the same premises shall not vest absolutely in any tenant in tail male by purchase who shall not attain twenty-one years): And as to all other my personal estate hereby bequeathed, upon trust to realize the same and hold the monies realized with my ready money (after satisfaction of my funeral and testamentary expenses, debts and legacies) upon the trusts and subject to the clauses and provisoes herein expressed concerning the sale monies arising under the preceding power of sale.

(70). Provided also, 1. That the trustees' receipts shall discharge persons paying purchase [mortgage] or other money, or transferring trust property from liability in regard to the application thereof. 2. That every tenant for life in possession during his life, and when there shall be no such tenant for life the surviving or continuing trustees or trustee, or the executors or administrators of the last surviving or continuing trustee of the same premises, may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire or be abroad, or refuse or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied either at the same or several times and in any order (and so that any one or more may be left unsupplied), and if occasioned by the death of an original trustee or trustees, whether such death shall precede mine or not; and every refusing or retiring trustee shall be deemed continuing for the purpose of supplying (if willing) his own or any other then subsisting vacancy. 3. That every trustee and executor of my will who shall be a Solicitor or Attorney [including the said —] shall be entitled to the same professional remuneration as if he had not been such trustee or executor.

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END OF PART I.

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N.B.—In Parts II., III. and IV., and in Appendix B., the *figures bracketed thus ( )* (except in a few instances where they form the sub-heads of clauses, and are easily distinguished) refer to the Common Forms in Part I., which are to be inserted in the order of the bracketed figures ; *e. g.*, in Precedent No. 47, the Common Forms (10) (16) (23) (24) are to be inserted, in that order, in the part of the draft where the figures occur.

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## PART II.

### ASSURANCES FOR VALUE (*a*).

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#### ORDINARY FORMS.

	Precedents.
Sect. 1. Conditions and Agreements on Sales . . . . .	1 to 7
2. Purchase Deeds . . . . .	8 to 34
3. Exchanges and Agreements for Exchanges . . . . .	35 to 39
4. Partitions and Agreements for Partitions . . . . .	40 to 46
5. Securities (including Transfers and Reconveyances)	47 to 84
6. Leases and Agreements for Leases . . . . .	85 to 94
7. Annuity Deeds . . . . .	95 to 101
8. Releases of Interest, Indemnities on Purchases, and Miscellaneous Instruments . . . . .	102 to 105

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(*a*) Marriage settlements are included for convenience in Part 3. Most of the Precedents in Part 4 would also properly fall under this head.



## SECT. I.

## CONDITIONS AND AGREEMENTS ON SALES.

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(Precedents 1 to 7).

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## No. 1.

FREEHOLDS or LEASEHOLDS *in one Lot* (a).

1. No bidding shall be retracted or be less than £5; disputed biddings shall be annulled; the highest bidder shall be the purchaser; shall complete at Messrs. — office in —, on the — day of —, and have possession on the same day; shall at the time of sale pay £5 per cent. deposit on his purchase money to the auctioneer [vendor's solicitor], and sign the subjoined agreement, and shall pay interest after the rate of £5 per cent. per annum on the amount of his purchase money remaining unpaid (from whatever cause) after the — day of — aforesaid, up to which time all outgoing will be defrayed by the vendor.

2. All fixtures [and wood down to 1s. per stick] shall be paid for on the said — day of — at the price fixed by two valuers appointed by the vendor and purchaser respectively, or the umpire appointed by such two valuers, if they shall differ; if the purchaser shall not appoint a valuer when required to do so, the price shall be fixed by the vendor's valuer alone.

3. An abstract of title shall be delivered to the purchaser at the vendor's expense on or before the — day of —, and the title shall be deemed accepted on such delivery, excepting to the extent of requisitions or objections made within — days therefrom.

4. The title shall commence with (b) a lease dated, &c., which the purchaser shall assume to have been a valid legal and equitable lease of the premises to the lessee therein named, and shall make no

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(a) Condition 4 relates exclusively to leaseholds.

(b) If an underlease, it should be so stated here and in the particular.

requisition or objection as to the [ (a) original or any subordinate] lessor's title, nor require any proof of the discharge of the lessee's liabilities beyond production of the last quarter's [half-year's] receipt for rent. The lease will be produced at the sale.

5. The vendor will produce to the purchaser at the office aforesaid, free of expense, all muniments and evidence of title in his possession, subject to which all expenses of or incidental to the verifying the abstract and satisfying requisitions (whether of title, evidence or conveyance) shall be borne exclusively by the purchaser.

6. The purchaser shall tender all assurances required by him at the office aforesaid at least ten days before the — day of — aforesaid, and shall defray all expenses thereof up to and including execution, except perusal by the vendor.

7. Errors and omissions in the particular shall not annul the sale, but be the subject of compensation on each side, the amount of which shall be settled by two valuers (or their umpire) appointed as above mentioned. No easement (b) shall be the subject of compensation.

8. In the event of the purchaser's noncompliance with these conditions the deposit shall be forfeited, the property resold, and the expenses and loss (if any) upon the further sale thereof (after deducting the deposit) be recoverable from the purchaser as liquidated damages.

*Agreement for Purchase to be written on the Particular.*

Memorandum. The property comprised in the above particular has this — day of — been purchased by the undersigned X. Y., who has paid to the undersigned (Solicitor or Auctioneer) £—— deposit on his purchase money, and agrees to the above conditions.

Purchase money £——

Deposit £——

Remains to be paid £——

X. Y.

A. B., Agent for Vendor.

(a) Omit these words in *brackets* where it is not an *underlease*.

(b) Ground rents, chief rents, &c., should be stated in the particular.



## No. 2.

FREEHOLDS or LEASEHOLDS in one Lot, with SPECIAL CONDITIONS (a).

1, 2, 3. (*Identical with the same numbers in No. 1.*)

4. The title shall commence [with an indenture (dated &c.) by which the purchaser shall assume the entirety of the premises sold to have vested in A. B. of —] or [with the will (dated &c.) of A. B. of —, whom the purchaser shall assume to have been seised at his death of the premises sold] (b) for an unincumbered legal and equitable estate of inheritance in fee simple in possession, and no requisition or objection shall be made as to the title (or any incumbrance) previously to such indenture whether appearing by the abstract or not.

4 a. The title shall commence with a (c) lease dated, &c., which the purchaser shall assume to have been a valid legal and equitable lease of the premises to the lessee therein named, and shall make no requisition or objection as to the [(d) original or any subordinate] lessor's title, nor require any proof of the discharge of the lessee's liabilities beyond production of the last quarter's [half-year's] receipt for rent. The lease will be produced at the sale.

5. No requisition or objection shall be made as to the following particulars (that is to say) the nonproduction of any document an attested copy or covenant for the production of which shall be produced; the title to the property in respect of which any lands have been allotted under an Inclosure Act; the title to any lands given in exchange, or (prior thereto) to the lands taken in exchange; or the

(a) These special conditions and clauses are now very usual, but might not be necessary in some cases; nor would their use be proper by fiduciary owners without sufficient powers. Any special clause which is not necessitated by the state of the title should be struck out, as it may prejudice the sale. Conditions 4 a, and 8 a, relate respectively to leaseholds and to sales by fiduciary owners, and will of course be omitted in other cases.

(b) Similar modifications will be easily made; where the commencement of title varies for different parts of the property, the conditions should be framed as Condition 4 in Precedent No. 4.

(c) If an underlease, it should be so stated here and in the particular.

(d) Omit these words in *brackets* where it is not an *underlease*.

lord's title in respect of any enfranchised lands (*a*). The validity of all awards, partitions and exchanges, under the General or any other Inclosure Act, and of all enfranchisements and proceedings in Bankruptcy, shall be presumed, and no proof shall be required of any fact appearing by a document dated twenty years or more before sale (or by any Act of Parliament), of the identity of the property sold with the description thereof in the abstract, of the payment of debts and legacies under the will (dated &c.) of —, or of the heirship of — to — (*a*).

6. If any requisition or objection shall be insisted on (whether replied to or not) the vendor shall have the option of annulling the sale on return of the deposit without interest.

7. The vendor will produce to the purchasers, at the office aforesaid, free of expense, all muniments and evidences of title in his possession, subject to which all expenses of or incidental to the verifying the abstract and satisfying requisitions (whether of title, evidence or conveyance, and whether the last preceding condition shall take effect or not) shall be borne exclusively by the purchaser.

8. The purchaser shall tender all assurances required by him (including those specified in Condition 10) at the office aforesaid, at least ten days before the — day of — aforesaid, and shall defray all expenses thereof up to and including execution, except perusal by the vendor.

8a. The vendor is a trustee (*f*), and the purchaser shall require no covenant except that the vendor has not incumbered the property.

9. Errors and omissions in the particular shall not annul the sale, but be the subject of compensation on each side, the amount of which shall be settled by two valuers (or their umpire) appointed as above mentioned. No easement (*c*) shall be the subject of compensation.

10. The vendor shall retain all muniments of title relating to other property than the premises sold, and shall execute a covenant for their production, defeasible in the event of any purchaser of such other property executing a similar covenant.

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(*a*) The points of title or evidence requiring to be guarded against will, of course, be stated according to fact. The above are of frequent occurrence.

(*b*) Mortgagee, &c. (as the case may be).

(*c*) Ground rents, chief rents, &c., should be stated in the particular.

11. In the event of the purchaser's noncompliance with these conditions, the deposit shall be forfeited, the property resold, and the expenses and loss (if any) upon such further sale (after deducting the deposit) be recoverable from the purchaser as liquidated damages.

Agreement for purchase (*as in Precedent No. 1.*)

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### No. 3.

#### FREEHOLDS or LEASEHOLDS in more than one Lot (a).

1. No bidding shall be retracted, or be less than £—— for lot ——, £—— for lot ——, and £—— for lot ——; disputed biddings shall be annulled; the highest bidder for each lot shall be the purchaser thereof, shall complete at Messrs. —— office in —— on the —— day of —— and have possession on the same day; shall at the time of sale pay £5 per cent. deposit on his purchase money to the auctioneer [vendor's solicitor], and sign the subjoined agreement, and shall pay interest after the rate of £5 per cent. per annum on the amount of his purchase money remaining unpaid (from whatever cause) after the —— day of —— aforesaid, up to which time all outgoings will be defrayed by the vendor.

2. The fixtures [and wood down to 1s. per stick] on each lot shall be paid for by the purchaser thereof, on the said —— day of ——, at the price fixed by two valuers appointed by the vendor and by such purchaser respectively, or the umpire appointed by such two valuers, if they shall differ; if the purchaser shall not appoint a valuer when required to do so, the price shall be fixed by the vendor's valuer alone.

3. An abstract of title shall be delivered to each purchaser at the vendor's expense, on or before the —— day of ——, and the title shall be deemed accepted on such delivery, excepting to the extent of requisitions or objections made within —— days therefrom.

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(a) Conditions 4 and 4 a relate exclusively to leaseholds.

4. The title shall commence as to lot — with a lease (a) dated, &c., as to lot — with a lease (a) dated, &c., and as to lot — with a lease (a) dated, &c. The respective purchasers shall assume the said leases respectively to have been valid legal and equitable leases of the premises therein mentioned to the respective lessees therein named, and shall make no requisition or objection as to the (b) [original or any subordinate] lessor's title, nor require any proof of the discharge of the lessee's liabilities beyond production of the last quarter's [half-year's] receipt for rent. The leases will be produced at the sale.

4 a. The title (c) shall commence with a lease [underlease] dated, &c., which the purchasers shall assume to have been a valid legal and equitable lease of the premises to the lessee therein named, and shall make no requisition or objection as to the [original or any subordinate] lessor's title, nor require any proof of the discharge of the lessee's liabilities, beyond production of the last quarter's [half-year's] receipt for rent. The lease will be produced at the sale, and an assignment thereof made to the purchaser of the larger lot in value, the entire rent of £—— being apportioned between the several lots, and underleases (with mutual indemnities against the lessee's liabilities, beyond the proportion of the apportioned rent), executed to the respective purchasers by the assignee of the said lease, or (if the larger lot in value or more than one lot shall remain unsold) by the vendor.

5. The vendor will produce to the respective purchasers at the office aforesaid, free of expense, all muniments and evidence of title in his possession, subject to which all expenses of, or incidental to, the verifying the abstract and satisfying requisitions (whether of title, evidence, or conveyance) shall be borne exclusively by the respective purchasers.

6. The respective purchasers shall tender all assurances required by them (including those specified in condition 4 a) at the office aforesaid, at least ten days before the — day of — aforesaid, and shall defray all expenses thereof up to and including execution, except perusal by vendor.

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(a) If an underlease, it should be stated here and in the particular.

(b) Omit these words in *brackets* where it is not an underlease.

(c) 4 is to be employed where the property is held under separate leases; 4 a, where it is held under one lease.

7. Errors and omissions in the particular shall not annul the sale, but be the subject of compensation on each side, the amount of which shall be settled by two valuers (or their umpire) appointed as above mentioned. No easement (a) shall be the subject of compensation.

8. In the event of any purchaser's noncompliance with these conditions, his deposit shall be forfeited, the lot bought by him resold, and the expenses and loss (if any) upon such further sale thereof (after deducting the deposit) be recoverable from such purchaser as liquidated damages.

*Agreement for Purchase, to be written on the Particular.*

Memorandum.—The property comprised in lot — of the above particular has this — day of — been purchased by the undersigned X. Y., who has paid to the undersigned (solicitor or auctioneer) £ — deposit on his purchase money, and agrees to the above conditions.

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No. 4.

FREEHOLDS or LEASEHOLDS in more than one Lot, with SPECIAL CONDITIONS (a).

1. No bidding shall be retracted, or be less than £ — for lot —, £ — for lot —, and £ — for lot —; disputed biddings shall be annulled; the highest bidder for each lot shall be the purchaser thereof, shall complete at Messrs. — office in —, on the — day of —, and have possession on the same day; shall at the time of sale pay £5 per cent. deposit on his purchase money to the auctioneer [vendor's solicitor], and sign the subjoined agreement, and

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(a) Ground rents, chief rents, &c., should be stated in the particular.

(b) Conditions 4 a, 4 b, and 8 a, relate respectively to leaseholds and sales by fiduciary owners, and will of course be omitted in other cases. See also note (a) on Precedent No. 2.



shall pay interest after the rate of £5 per cent. per annum on the amount of his purchase money remaining unpaid (from whatever cause) after the — day of — aforesaid, up to which time all outgoings will be defrayed by the vendors. The tithe rent charge of £ — shall be apportioned between the several lots, sold or unsold, the expenses of such apportionment being charged proportionally thereto on the said respective lots. (*Conditions 2 and 3 will be identical with the same numbers in Precedent No. 3.*)

4. The title shall commence as to lot — with an indenture dated, &c., by which the purchaser shall assume the entirety of the premises sold to have vested in A. B., of —, for an unincumbered legal and equitable estate of inheritance in fee simple in possession, as to lot —, with the will (dated, &c.) of A. B., of —, whom the purchaser shall assume to have been seised at his death of the premises sold for an unincumbered legal and equitable estate of inheritance in fee simple in possession, and as to lot —, with —, and no requisition or objection shall be made as to the title of the said respective lots or any incumbrance thereon respectively previously to such respective documents, whether appearing by the abstract or not. (*4 a and 4 b will be identical with 4 and 4 a in Precedent No. 3*); (*5 and 6 will be identical with conditions 5 and 6 in Precedent No. 2*).

7. The vendor will produce to the respective purchasers at the office aforesaid, free of expense, all muniments and evidence of title in his possession, subject to which all expenses of, or incidental to, the verifying the abstract, and satisfying requisitions (whether of title, evidence, or conveyance, and whether the last preceding condition shall take effect or not) shall be borne exclusively by the respective purchasers.

8. The respective purchasers shall tender all assurances required by them (including those specified in conditions [4 b and] 10) at the office aforesaid, at least ten days before the — day of — aforesaid, and shall defray all expenses thereof up to and including execution, except perusal by the vendor.

(*8 a and 9. See 8 a and 9 in Precedent No. 2*).

10. The vendor shall retain all muniments of title relating to any unsold lot or lots [or other property], and shall execute a covenant for their production defeasible in the event of any purchaser of such



lot or lots [or other property] executing a similar covenant. If all the lots shall be sold, the purchaser of the larger lot in value shall have all muniments of title [not retained by the vendor in respect of such other property as aforesaid], and shall execute covenants for their production to the purchasers of the other lots.

11. In the event of any purchaser's noncompliance with these conditions his deposit shall be forfeited, the lot bought by him resold, and the expenses and loss (if any) upon the further sale thereof (after deducting the deposit) be recoverable from such purchaser as liquidated damages.

Agreement for Purchase (*as in Precedent No. 3*) to be written on the Particular.

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## AGREEMENTS ON SALES.

### No. 5.

#### AGREEMENT for Purchase of FREEHOLDS.

AGREEMENT made this —— day of ——, between A. B. of ——, in —— shire, of the one part, and C. D. of, &c., of the other part. The said A. B. (hereinafter referred to as “the vendor”) agrees to sell, and the said C. D. (hereinafter referred to as “the purchaser”) agrees to purchase the unincumbered fee simple in possession of the premises described in the schedule hereto, with their appurtenances, for £——, of which £—— has been paid as a deposit, and (a) £—— shall be paid at Messrs. —— office in ——, on the —— day of ——, when the purchaser shall complete and have possession; the purchase being subject to the following conditions:—

1. The purchaser shall pay interest after the rate of £5 per cent. per annum on the amount of his purchase money remaining unpaid (from whatever cause) after the said —— day of ——, up to which time all outgoings will be defrayed by the vendor.

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(a) The residue.

*(The further conditions will be identical with those in Precedents Nos. 1 and 2 (a). See also the notes on those Precedents.)* In witness whereof the said A. B. and C. D. have hereunto set their hands the day and year first above written.

*(The Schedule to which the above written agreement refers.*

### No. 5.

AGREEMENT for Purchase of HOUSE and LAND with Fixtures (*deferred possession—special arrangement as to TITLE DEEDS*).

AGREEMENT made this — day of —, between A. B. of &c., of the one part, and C. D. of, &c., of the other part. The said A. B. (hereinafter referred to as “the vendor”) agrees to sell, and the said C. D. (hereinafter referred to as “the purchaser”) agrees to purchase the unincumbered fee simple of the premises described in the schedule hereto, with their appurtenances, and the landlord’s and tenant’s fixtures, for £1900, of which £190 has been paid as a deposit, and £1710 shall be paid (deducting therefrom interest on £1710 after the rate of £5 per cent. per annum from the 31st day of August next to the 25th day of December next) at Messrs. —’s office in —, on the 31st day of August next, when the purchase shall be completed: it being agreed that the purchaser shall have possession on the said 31st day of August next (the vendor procuring at his own expense a written agreement to that effect from X. Y., the present tenant, and discharging all outgoings up to the same day), and that the said purchase shall be subject to the following conditions:—

1. The purchaser shall pay interest after the rate aforesaid on the amount of his purchase money (deducting as aforesaid) which shall remain unpaid (from whatever cause) after the 31st day of August next.

(a) In condition 9, “schedule” should be substituted for “particular.”

(2 to 8. *Identical with conditions 3, 4, 5, 6, 7, 8 and 9, in Precedent 2, omitting the clauses in condition 5 not applicable to the state of the title*).

9. The vendor shall retain temporarily certain of the muniments of title which relate to other property, the same muniments being at the purchaser's request and cost produced to him until sale of such other property, and then delivered up to him upon his executing a covenant for their production to and at the cost of the purchaser or purchasers at such sale. In witness, &c.

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### No. 6.

#### AGREEMENT for Purchase of LAND by a RAILWAY COMPANY with an AGENT.

AGREEMENT made this — day of —, between A. B. (as agent for C. D., of, &c., and E. F. his wife), M. N. and (*other parties interested in the premises*) who are hereinafter referred to as the vendors) of the one part, and X. Y. as agent for the — Railway Company of the other part. By virtue of the powers and subject to the provisions of "the — Railway Act 18—," and of the Acts incorporated therewith, the vendors by their said agent agree to sell, and the said company by their said agent agree to purchase for the purposes of the said railway and its connected works, the unincumbered fee simple in possession of the premises specified in the schedule hereto (and also delineated and coloured red in the plan hereto annexed), with their appurtenances, for £260, which shall include all compensation which the said vendors might on any account claim from the said company in respect of the said premises, the said purchase being subject to the following conditions:—

1. The said company shall take immediate possession of the premises, on depositing the purchase money in the joint names of R. and S. in the Bank of England, where the same shall remain at the vendor's risk until completion of the purchase, and shall

then be paid (with interest from the time of taking possession at the rate of £4 per cent. per annum) to the persons or in manner provided by the said Acts.

2. The vendors will, on or before the — day of — next, deliver to the said company's solicitors an abstract of title to the premises to such extent (not exceeding sixty years preceding the date hereof) as they shall require, and will also produce all muniments of title in proof thereof, and execute to the said company, on deposit or payment of the purchase money in manner aforesaid, a proper assurance of the same premises.

3. The said company shall pay all expenses of this agreement, and all costs and charges payable under The Lands Clauses Consolidation Act, 1845, and shall also pay £8. 8s. for the charges of — the surveyor of the said vendors. In witness &c.

#### No. 7.

#### AGREEMENT for Sale of a STRIP of LAND, adjoining a MINERAL PROPERTY, in consideration of a LEASE of the MINES and PURCHASED LAND.

AGREEMENT &c., between A. B. of &c., of the one part, and C. D. of &c., of the other part, as follows:—

1. The said A. B. (hereinafter referred to as "the vendor") in consideration of the lease to him hereinafter mentioned shall, on or before the — day of —, execute to the said C. D. (hereinafter referred to as "the purchaser") his heirs and assigns, at his and their cost, a conveyance for an unincumbered estate of inheritance in fee simple in possession of the hereditaments described in the 1st schedule hereto with their appurtenances.

2. (*Clauses 3, 4, 5 and 7 (as far as applicable) from Precedent 2*).

3. In consideration of the aforesaid conveyance, the purchaser shall, on or before the said — day of —, execute to the vendor, his executors, administrators and assigns, a lease from

the same — day of — at the yearly rent of £—, payable quarterly, as well of the said 1stly scheduled premises, with their appurtenances, as of the mineral and other substances in or under the hereditaments described in the 2nd schedule hereto, with so much of the surface lands last aforesaid as the lessee may elect to take at the — yearly rent (payable quarterly) of £—, and with all requisite powers for profitably working the said demised substances, or incidental thereto.

4. The said lease shall contain a power of re-entry in the usual events in favour of the lessor, and covenants by the lessee for payments of rent, rates and taxes, all expenses of the lease being defrayed by the said vendor, and the expenses of the counterpart by the purchaser. In witness &c.

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## SECT. 2.

### PURCHASE DEEDS.

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#### ORDINARY FORMS.

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(Precedents 8 to 34.)

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#### (1). SALES AND PURCHASES BY BENEFICIAL OWNERS.

##### No. 8.

CONVEYANCE *in fee* of FREEHOLDS, with DECLARATION *in bar* of DOWER.

THIS INDENTURE, made the — day of —, between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows :

1. The said V., in consideration of £— paid to him by the said



P., grants unto the said P. and his heirs the hereditaments described in the schedule hereto (*a*), with their legal or usual appurtenances.

2. It is declared that no widow of the said P. shall be dowable out of the premises (*4*). In witness, &c.

(*The Schedule to which the above written indenture refers.*)

### No. 9.

CONVEYANCE of FREEHOLDS by a VENDOR, whose Wife joins to bar her DOWER.

THIS INDENTURE, &c., between (*husband*) and —, his wife, of the one part, and (*purchaser*) of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said H. by the said P., the said H. grants, and the said W., with his concurrence hereby testified, and in order to extinguish her dower, grants and disposes of unto the said P. and his heirs, the hereditaments described in the schedule hereto, with their legal or usual appurtenances.

2. The said H., for himself, his heirs, executors and administrators, covenants with the said P., his heirs and assigns, that notwithstanding anything by the said H. and W., or either of them, done or knowingly suffered, they or one of them are or is entitled to execute this grant of the premises free from incumbrances; and that they and every person claiming under or in trust for them, will, at the cost of the said P., his heirs and assigns, do all acts required for perfecting such grant. In witness, &c. (*b*)

(*a*) As to the omission of the habendum and other clauses, see the observations prefixed to the forms in Appendix A. The receipt for the consideration must in all cases be indorsed on the deed.

(*b*) The deed must be acknowledged by (the wife) under the Fines and Recoveries Act.



## No. 10.

CONVEYANCE of FREEHOLDS by a VENDOR, entitled under a  
LIMITATION to USES in bar of DOWER.

THIS INDENTURE, &c., between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows :

1. The said V., in consideration of £ — paid to him by the said P., and in exercise of the power contained in an indenture, dated &c., and expressed to be made between, &c., appoints that the after mentioned premises shall henceforth remain to the use of the said P. and his heirs.

2. For the consideration aforesaid, the said V. grants unto the said P. and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances (4) (a). In witness, &c.

## No. 11.

CONVEYANCE of FREEHOLDS to a PURCHASER MARRIED before  
1834.

THIS INDENTURE, &c., between (*vendor*) of the first part, (*purchaser*) of the second part, and (A. B.) of the third part, witnesseth as follows :—

1. The said V., in consideration of £ — paid to him by the said P., grants unto the said P. and his heirs, the hereditaments described in the schedule hereto, with their legal or usual appurtenances, to such uses as the said P. shall by deed appoint, and so far as the same shall be unappointed, to the use of the said P. during his life, and after determination of such estate during his life, to the use of the said A. B. and his heirs during the life of and in trust for the said P., and after determination of the lastly limited estate, to the use of the said P. and his heirs (4) (b). In witness, &c.

(a) Substituting "assurance" for "grant."

(b) Adding "appointees" in the covenant for further assurance.

## No. 12.

CONVEYANCE *of an* ADVOWSON.

THIS INDENTURE, &c. between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows :—

1. The said V., in consideration of £—— paid to him by the said P., grants unto the said P. and his heirs the advowson of the rectory of —— in —— shire (4). In witness, &c.

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## No. 13.

ASSIGNMENT *of* LEASEHOLDS *for* YEARS (*a*) (*one lease*) *by an*  
ASSIGNEE (*b*) *of the Term.*

THIS INDENTURE, &c. between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows :—

1. The said V., in consideration of £—— paid to him by the said P., assigns unto the said P., his executors and administrators the premises described in the schedule hereto (with their legal or usual appurtenances) during the subsisting residue of the term of —— years, created by a lease (dated, &c.) from A. B. to C. D., and now by mesne assignments and operations of law vested in the said V. (5). In witness, &c.

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(*a*) For leaseholds for lives, see Precedent No. 119. Where the property sold is held under separate leases, it is better to keep the assignments of it distinct. Should it be desired to include them in one deed, a Precedent will be found, No. 29.

(*b*) See notes on the next Precedent

## No. 14.

DEMISE of LEASEHOLDS by the *Original Lessee*, leaving (a) a few days *Reversion in him*.

Identical with the ordinary forms of leases (see Sect. 6), but repeating verbatim the covenants and clauses of the original lease.

## No. 15.

## FREEHOLDS and LEASEHOLDS.

THIS INDENTURE made &c. between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows:—

1. The said V., in consideration of £—— paid to him by the said P., grants unto the said P. and his heirs the hereditaments described in the first schedule hereto, with their legal or usual appurtenances.

2. For the consideration aforesaid, the said V. assigns unto the said P., his executors and administrators, the premises described in the second schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of —— years, created by a lease (dated, &c.) from A. B. to C. D., and now by assignment from him vested in the said V.(6). In witness, &c.

(a) On disposing of a leasehold property for the rest of the term, if the owner was *not* the original lessee, he can entirely discharge himself of his liability to the lessor by assignment (which for this reason is frequently made to a pauper). Where, however, the owner of the lease was himself the original lessee, he still continues liable to the lessor notwithstanding his assignment; and as he would have no power during the residue of the term to compel his assignee's observance of the covenants, and might be involved in ruinous expense by his neglect of them, it is more judicious, on disposing of the property, to execute an *underlease* only, retaining a nominal reversion, so as to give the right of re-entry. The covenants and clauses should be strictly identical with those of the original lease.

## No. 16.

## PERSONAL CHATTELS. LIFE POLICY, &amp;c. (a).

THIS INDENTURE, &c., between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows :—

1. The said V., in consideration of £—— paid to him by the said P., assigns unto the said P., his executors and administrators, a policy for £—— on the life of the said V. effected in his name on the —— day of —— with the —— Society, and numbered ——, with all monies ultimately payable thereon, and with power for the said P., his executors, administrators and assigns, in the name of the said V., his executors and administrators, to recover, receive and give receipts for the same premises (7). In witness &c. (b).

## No. 17.

## WIFE'S FREEHOLDS (c).

THIS INDENTURE &c., between (*husband*) and —— his wife of the one part, and (*purchaser*) of the other part witnesseth as follows :—

1. In consideration of £ —— paid to the said H. by the said P., the said H. grants and the said W., with his concurrence hereby testified, grants and disposes of unto the said P. and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances ((4) *varied as in Precedent No. 9*). In witness &c. (d).

(a) Assignments of patents, professional and trade businesses and effects, and similar property, will be found in Part 4.

(b) Notice of the assignment must be given to the office.

(c) A married woman's leaseholds pass by her husband's assignment alone.

(d) The deed must be acknowledged under the Fines and Recoveries Act.

## No. 18.

WIFE'S REVERSIONARY PERSONALTY (*a*) settled to her SEPARATE USE.

THIS INDENTURE, &c., between (*husband*) (*b*) of the 1st part, — (the wife of the said H.) of the 2nd part and (*purchaser*) of the 3rd part, witnesseth as follows:—

1. The said W. in consideration of £—— paid to her by the said P., assigns unto the said P., his executors and administrators (subject to the interests subsisting under the will (dated &c.,) of M. N. in priority to the life interest thereby given to the said W. for her separate use) the income of the present or future investments of the trust premises mentioned in the schedule hereto during the life of the said W.

2. The said H. for himself, his heirs, executors and administrators covenants, and the said W. so as to bind her said separate estate, for herself, her executors and administrators, covenants with the said P., his executors, administrators and assigns, that notwithstanding anything done or knowingly suffered by the said W., she is entitled to execute this assignment of the premises free from incumbrances (*the rest as in* (7).) In witness &c.

## THE SCHEDULE &amp;c.

£——, £3. per cent. Consolidated Bank Annuities standing in the names of A. B. and C. D. (*c*) as trustees of the said M. N's. will.

(*a*) A married woman's personalty in possession can be assigned by her husband without her concurrence. Her personalty in *reversion* (excepting converted realty, which may pass by a deed under the Fines and Recoveries Act) cannot be assigned in any manner, unless settled to her separate use without restraint on anticipation.

(*b*) The husband's concurrence in the disposition of his wife's separate property is unnecessary as a matter of conveyance, but he is usually joined to covenant for title.

(*c*) Notice of the assignment should be given to A. B. and C. D.

## No. 19.

## CONVEYANCE of a LIFE ESTATE in FREEHOLDS.

THIS INDENTURE, &c., between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows:—

1. The said V., in consideration of £—— paid to him by the said P., grants unto the said P., his executors and administrators, the hereditaments described in the schedule hereto, with their legal or usual appurtenances, during the life estate limited to the said V. without impeachment of waste (*a*) by the marriage settlement (dated &c.) of the said V. with his late wife —— formerly —— spinster (4). In witness &c.

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No. 20. (*b*)

## CONVEYANCE of FREEHOLDS by TENANT for LIFE and REMAINDER-MAN entitled in FEE under a previous DEED of DISENTAIL.

THIS INDENTURE, &c., between (A. B.) of the 1st part (C. D.) (the eldest son of the said A. B.) of the 2nd part, and (*purchaser*) of the 3rd part, witnesseth as follows:—

1. In consideration of £—— paid to the said A. B. and C. D. by the said P. the said A. B. in respect of the life estate limited to him by the will dated &c. of X. Y. grants, and the said C. D. in respect of the estate now by virtue of the same will and of a deed of disentail by the said C. D. (dated &c.) standing limited in remainder immediately expectant on the determination of the said life estate to the use of the said C. D. and his heirs, grants unto the said P. and his

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(*a*) If the fact, add (“subject to certain interests now determined”).

(*b*) The assurances in this and the next three Precedents arise under deeds of disentail. In this and the next Precedent the entail has been barred by a previous deed (for which see Part 3). This is the best course, and indispensable where the entail comprises other property than that sold. In the two last Precedents the entail is barred by the purchase deed itself.



heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances.

2. The said A. B. and C. D. do, for themselves, their heirs, executors and administrators, and each of them doth, for himself, his heirs, executors and administrators, covenant with the said P., his heirs and assigns, that notwithstanding anything done or knowingly suffered by the said A. B. and C. D. or either of them or their ancestors, they or one of them are or is entitled to execute this grant of the premises free from incumbrances, and that they and every person claiming under or in trust for them or their ancestors will, at the cost of the said P., his heirs and assigns, do all acts required for perfecting such grant. In witness &c.

### No. 21.

#### CONVEYANCE of FREEHOLDS by FATHER and SON under a JOINT POWER, limited by a previous DEED of DISENTAIL.

THIS INDENTURE, &c., between (A. B.) of the 1st part (C. D.) (the eldest son of the said A. B.) of the 2nd part, and (*purchaser*) of the 3rd part, witnesseth as follows:—

1. In consideration of £—— paid to the said A. B. and C. D. by the said P., the said A. B. and C. D. in exercise of their after mentioned power appoint that such of the hereditaments now by virtue of the will (dated &c.) of X. Y., and of a disentailing assurance (dated &c.) by the said C. D., standing limited to the use of the said A. B. during his life, with remainder to such uses as the said A. B. and C. D. shall by deed appoint as are described in the schedule hereto, with their legal or usual appurtenances, shall remain to the use of the said P. and his heirs.

2. For the consideration aforesaid the said A. B. grants unto the said P. and his heirs the premises expressed to be hereby appointed during the life of the said A. B. (*covenant by A. B. and C. D. as in the last Precedent (a).*) In witness &c.

(a) Substituting "assurance" for "grant."

## No. 22.

## CONVEYANCE of FREEHOLDS by TENANT for Life and TENANT in Tail.

THIS INDENTURE, &c., between (A. B.) of the 1st part (C. D.) (eldest son of the said A. B.), of the second part, and (*purchaser*) of the third part, witnesseth as follows.

1. In consideration of £——, paid to the said A. B. and C. D., by the said P., the said A. B., in respect of his after mentioned life estate, grants, and the said C. D. (with the consent hereby testified of the said A. B. as protector of the after mentioned settlement) grants unto the said P. and his heirs such of the hereditaments by the will (dated, &c.) of X. Y., limited to the use of the said A. B. during his life, with remainder to the use of his first and other sons successively in tail male as are described in the schedule hereto, with their legal or usual appurtenances. (*Covenant by A. B. and C. D. as in the last Precedent*). In witness, &c.

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## No. 23.

## CONVEYANCE of FREEHOLDS by TENANT in Tail where there is no Protector of the SETTLEMENT.

THIS INDENTURE, &c., between (*venditor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows.

1. The said V., in consideration of £—— paid to him by the said P., grants unto the said P. and his heirs such of the hereditaments by the will (dated, &c.) of X. Y., limited to the use of A. B. deceased during his life, with remainder to the use of his first and other sons successively in tail (and now vested in possession in the said V. as his eldest son) as are described in the schedule hereto, with their legal or usual appurtenances (4). In witness, &c.

## No. 24.

CONVEYANCE of FREEHOLDS by PERSONS entitled in equal  
UNDIVIDED SHARES.

THIS INDENTURE, &c., between (A. B.) of —, spinster, of the first part (C. D.) of —, spinster, of the second part (E. F.) of —, spinster, of the third part, and (*purchaser*) of the fourth part, witnesseth as follows.

1. Each of the said A. B., C. D., and E. F., in consideration of £—, paid to her by the said P., and as to the undivided third share to which she is entitled in coparcenary (as one of the three daughters and coheiresses of X. Y. deceased) in the premises, grants unto the said P. and his heirs the hereditaments described in the schedule hereto, with their legal and usual appurtenances.

2. Each of the said A. B., C. D., and E. F., as to one third part of the said premises, and the acts only of herself and those claiming under her in respect thereof, covenants with the said P., his heirs and assigns, that notwithstanding anything done or knowingly suffered by the said parties hereto of the first three parts or any of them, or their ancestors, they are entitled (*the rest as in (4).*) In witness, &c.

## No. 25.

ASSIGNMENT of LEASEHOLDS by PERSONS entitled in unequal  
UNDIVIDED SHARES.

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.) of the second part, (E. F.) of the third part, and (*purchaser*) of the fourth part, witnesseth as follows.

1. The said (A. B.) in consideration of £1000 paid to him by the said P., and as to one undivided half share to which he is entitled under the will (dated, &c.) of X. Y. in the premises, assigns, and each of them the said C. D. and E. F., in consideration of £— paid to him by the said P., and as to the undivided fourth share to which he

is entitled under the same will in the premises, assigns unto the said P., his executors and administrators, the premises described in the schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from L. M. to the said X. Y.

2. The said A. B., as to one-half share in the premises, and the acts only of himself and those claiming under him in respect thereof, for himself, his heirs, executors and administrators, covenants, and each of the said C. D. and E. F. as to one-fourth share in the premises, and the acts only of himself and those claiming under him in respect thereof, for himself, his heirs, executors and administrators, covenants with the said P., his executors, administrators and assigns, that notwithstanding anything done or knowingly suffered by the parties hereto of the first three parts or any of them, or the said X. Y., the said lease is subsisting unprejudiced, and the said parties hereto are entitled (*the rest as in (5).*) In witness, &c.

### No. 26.

#### ASSIGNMENT of an undivided Reversionary Share in PERSONALTY (a).

THIS INDENTURE, &c., between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows.

1. The said V., in consideration of £—— paid to him by the said P., assigns unto the said P., his executors and administrators expectantly on the decease of C. D., of — widow (formerly — spinster) the undivided one-sixth or other present or future share or interest of the said V. as one of the children (at present six) of the said C. D., formerly — spinster, and A. B. deceased, under their marriage settlement (dated, &c.) in the trust premises therein comprised

(a) If there is any difficulty (which may often be the case) in preparing the schedule to an assignment of this kind, the words in brackets may be omitted.

[and which are specified according to their present investments in the schedule hereto].

[The schedule, &c. (a).]

No. 27.

CONVEYANCE *of an EQUITY of REDEMPTION (by INDORSEMENT)*  
to the MORTGAGEE.

THIS INDENTURE, &c., between the within named (*mortgagor*) of the one part, and the within-named (*purchaser*) of the other part, witnesseth as follows.

1. In consideration of £—— now due for principal and interest on the security of the within written indenture, and of £—— now paid to the said M. by the said P., the said M. grants unto the said P. and his heirs the premises expressed to be granted by the within-written indenture, discharged from all equity of redemption under the same indenture (4). In witness, &c.

No. 28.

CONVEYANCE *of FREEHOLDS (b), part of the PURCHASE MONEY remaining unpaid.*

THIS INDENTURE, &c., between (*vendor*) of the one part, and (*purchaser*) of the other part, witnesseth as follows.

1. In consideration of £1000 paid to the said V. by the said P., and of £500 (making, with the said sum of £1000, the aggregate

(a) The schedule should specify in what names the trust property is standing, and notice should be given to the trustees. Being an equitable chose in action, no power of attorney is required.

(b) This form is often employed; but there seems no sufficient reason against the more obvious course of a conveyance, followed by a mortgage in fee in a separate deed. The deed must be stamped both as a purchase deed and a mortgage.

purchase money of £1500 and secured as herein appearing), the said V. grants unto the said P. and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances, to the use of the said V. his executors and administrators from the — day of — for the term of 1000 years, without impeachment of waste; and after expiration or determination of such term to the use of the said P. and his heirs (4) (9): Provided that if the foregoing covenant shall be satisfied on the said — day of — next the said term shall then determine (23) (24). (a). In witness, &c.

## (2). SALES BY (b) FIDUCIARY OWNERS.

### No. 29.

#### CONVEYANCE of FREEHOLDS and LEASEHOLDS by DEVISEES in trust for Sale.

THIS INDENTURE, &c., between (*vendors*) of the one part, and (*purchaser*) of the other part, witnesseth as follows.

1. The said V. in consideration of £— paid to them by the said P., and for effectuating a sale made (*c*) pursuant to the trusts of the will (dated, &c.) of X. Y., grant unto the said P. and his heirs such of the freehold hereditaments by the said will devised to the said V. in trust for sale, as are comprised in the first schedule hereto, with their legal or usual appurtenances.

2. For the consideration and purpose aforesaid the said V. assigns unto the said P., his executors and administrators such of the leasehold premises by the said will devised to the said V., in trust for sale as are comprised in the 2nd and 3rd schedules hereto, with their legal or usual appurtenances: As to the 2ndly scheduled premises during the subsisting residue of the term of — years, created by a lease (dated, &c.,) from M. N. to the said X. Y.: And as to the 3rdly

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(a) Adding after "may sell the premises," the words "during the subsisting residue of the said term."

(b) Purchases by trustees under settlements will be found in Part 3.

(c) If the trust required a sale by auction, add "by public auction on the — day of —."



scheduled premises during the subsisting residue of the term of — years, created by a lease (dated, &c.) from O. P. to the said X. Y. (2).

4. The said P., for himself, his heirs, executors and administrators, covenants with the said V., their executors and administrators, that the said P., his executors, administrators and assigns, will discharge and keep the said V., their heirs, executors and administrators, and the estate of the said X. Y. indemnified against all liability under the said respective leases subsequently to the present date. In witness, &c.

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No. 30.

CONVEYANCE of FREEHOLDS by Donees of a Power under a SETTLEMENT, with the concurrence of the TENANT for LIFE (a).

THIS INDENTURE, &c., between (*vendors*) of the first part, (A. B.) of the second part, and (*purchaser*) of the third part, witnesseth as follows :

1. The said V., in consideration of £ —, paid to them by the said P., and for effectuating a sale (*b*) made pursuant to such power and with such consent and so testified as hereinafter mentioned, do, in exercise of their power under a Settlement, dated, &c., and expressed to be made between, &c., and with the consent hereby testified of the said A. B., as tenant for life of the settled premises (*c*), revoke the uses, trusts, clauses and provisos by the said settlement expressed concerning the hereditaments described in the schedule hereto, with their legal or usual appurtenances, and appoint that the same premises shall remain to the use of the said P. and his heirs (*d*) (2).

3. The said A. B., for himself, his heirs, executors and administrators, covenants with the said P., his heirs and assigns, that notwith-

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(a) It is the usual practice for the tenant for life to execute the conveyance, both to evidence his consent and to covenant for title.

(b) See note on the preceding Precedent.

(c) The concise language of the present forms has been here inserted. Where other forms have been employed, their language must be given verbatim.

(d) A grant by the trustees and tenant for life is frequently added, but is quite superfluous.

standing anything by the said V. or the said A. B. or his ancestors done or knowingly suffered the said A. B. is entitled to give such consent as aforesaid, and the said V. are entitled to execute this assurance of the premises free from incumbrances, and that he and they and all persons claiming under or in trust for him or them, or the ancestors of the said A. B., will at the cost of the said P., his heirs and assigns, do all acts required for perfecting such assurance. In witness, &c.

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## No. 31.

CONVEYANCE of FREEHOLDS, LEASEHOLDS, and PERSONAL CHATTELS, by MORTGAGEE with Power of Sale.

THIS INDENTURE, &c., between (*mortgagee*) of the one part, and (*purchaser*) of the other part, witnesseth as follows :

1. In consideration of £ — paid by the said P. to the said M., in discharge of the principal and interest now due upon the after mentioned mortgage, and for effectuating a sale made (*a*) pursuant to the powers thereof, the said M. grants unto the said P. and his heirs such of the hereditaments described in the first schedule hereto as are comprised in a mortgage security for £ —, (dated, &c.) from X. Y. to the said M., with their legal or usual appurtenances, discharged from all monies secured by the said mortgage.

2. For the consideration and purpose aforesaid the said M. assigns unto the said P., his executors and administrators, such of the premises described in the 2nd and 3rd schedules hereto as are comprised in the said mortgage, with all legal or usual appurtenances to the 2ndly scheduled premises: As to the last mentioned premises during the subsisting residue of the term of — years, created by a lease (dated, &c.) from — to the said X. Y.: And as to the 3rdly scheduled premises absolutely: And as to all the premises, discharged from all monies secured by the said mortgage (1). *Covenants by purchaser, as in (5).* In witness, &c.

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(a) If a sale by auction was required, add "by public auction on the — day of —."

## No. 32.

CONVEYANCE of FREEHOLDS *by* MORTGAGOR *and* MORTGAGEES.

THIS INDENTURE, &c., between (A. B.) of the 1st part, (C. D.) of the 2nd part, E. F. and G. H. of the 3rd part, (*mortgagor*) of the 4th part, and (*purchaser*) of the 5th part, witnesseth as follows:

1. In consideration of £5000 paid by the said P. at the request of the said M., to the parties hereto of the first three parts (in the proportions appearing by their receipts hereon endorsed) in discharge of the sums of the same respective amounts now due for principal and interest upon their after mentioned securities, and of £1000 paid by the said P. to the said M. The said A. B. as to such of the premises as are comprised in a mortgage security for £2000 (dated, &c.,) from the said M. to the said A. B., grants, and the said C. D. as to such of the premises as are comprised in a mortgage security for £1500 (dated, &c.,) from the said M. to the said C. D., releases, and the said E. F. and G. H. as to such of the premises as are comprised in a mortgage security for £1500 (dated, &c.) from the said M. to the said E. F. and G. H., release, and the said G. H. as to all the premises grants and confirms unto the said X. Y. and his heirs the hereditaments described in the schedule hereto with their legal or usual appurtenances, discharged from all monies secured by the said respective mortgages (3).

3. The said M. for himself, his heirs, executors and administrators, covenants with the said P., his heirs and assigns, that notwithstanding anything by the said parties hereto of the first four parts done or knowingly suffered, they or some or one of them are or is (*the rest as in (4).*) In witness, &c.

## No. 33.

## CONVEYANCE of FREEHOLDS under a DECREE of the COURT of CHANCERY (a).

THIS INDENTURE, &c., between (A. B. and C. D.) of the one part, and (*purchaser*) of the other part, witnesseth as follows:—

1. In consideration of £—— paid by the said P. (with the privity of the Accountant General of the Court of Chancery) into the Bank of England, to the credit of certain causes of —— v. —— and —— v. ——, and for effectuating the purchase of the premises by the said P. at a sale by public auction on the —— day of —— last (the sale and payment aforesaid being pursuant to an order of the Court made in the said causes on the —— day of ——, and the purchase by the said P. being duly certified by the certificate (dated, &c.) of the chief clerk of the Judge under whose direction the sale was made,) they the said A. B. and C. D., with the approval (testified by his signature in the margin hereof) of the said chief clerk in respect of this assurance, grant unto the said P. and his heirs such of the hereditaments by the will (dated, &c.) of —— devised to the said A. B. and C. D., in trust for sale as are described in the schedule hereto, with their legal or usual appurtenances (2.) In witness, &c.

## No. 34.

## CONVEYANCE of FREEHOLDS and LEASEHOLDS by ASSIGNEES in BANKRUPTCY.

THIS INDENTURE, &c., between (A. B.) and (C. D.) of the first part, (E. F.) of the second part, (*bankrupt*) (*b*) of the third part, and (*purchaser*) of the fourth part, witnesseth as follows:—

1. In consideration of £—— paid by the said P. to the said E. F.

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(a) *Purchases* under a decree are now settled by the six conveyancing counsel appointed by the Court.

(b) The bankrupt's concurrence is desirable, but cannot be compelled.

as official assignee under the after mentioned bankruptcy, and for effectuating the purchase by the said P. of the premises at a sale by public auction on the — day of — last (the sale and payment aforesaid having been made by the direction of the said A. B. and C. D. as assignees of the estate of the said B., an adjudicated bankrupt under a petition filed on the — day of —), they the said A. B. and C. D. grant, and the said B. grants and confirms unto the said P. and his heirs and assigns the hereditaments described in the first schedule hereto, with their legal or usual appurtenances.

2. For the consideration and purpose aforesaid (*assignment by assignees and bankrupt of premises held under two leases, as in Precedent No. 29*), (2) (6) (*a*). In witness, &c.

### SECT. 3.

## EXCHANGES AND AGREEMENTS FOR EXCHANGE.

(Precedents 35 to 39).

### EXCHANGES.

#### No. 35.

#### Exchange by ABSOLUTE OWNERS.

THIS INDENTURE, &c., between (A. B.) of the one part and (C. D.) of the other part, witnesseth as follows:—

1. In consideration of the conveyance by indenture of even date herewith by the said C. D. to the use of the said A. B., his heirs and assigns of certain hereditaments at —, in — shire, with their appurtenances (*b*), the said A. B. grants unto the said C. D. and his

(*a*) This covenant will be by the bankrupt.

(*b*) If the fact, add “and of £— paid by the said C. D. to the said A. B. for equality of exchange.”



heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances. (4). Provided that no right of re-entry or otherwise over the premises shall arise to the said A. B., his heirs or assigns in the event of his or their eviction from the hereditaments comprised in the said indenture of even date herewith. In witness, &c.

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### No. 36.

#### EXCHANGES *by* FIDUCIARY OWNERS *under* POWERS (a).

THIS INDENTURE, &c., between (*trustees* A. A.) of the 1st part, (M. N.) of the 2nd part, and (*trustees* B. B.) of the 3rd part, witnesseth as follows :—

1. In consideration of an indenture of even date herewith (expressed to be made between the said B. B. of the 1st part, O. P. of the 2nd part, and the said A. A. of the 3rd part), by which the said B. B., in exercise of their power of exchange under the marriage settlement of the said O. P. with — his present wife, formerly — spinster, and with his consent as tenant for life of the settled premises, assured certain hereditaments at — in — shire, with their appurtenances, to the subsisting limitations of the after mentioned will; they the said A. A., in exercise of their power of exchange under the will (dated, &c.) of X. Y., and with the consent (hereby testified) of the said M. N. as tenant for life of the real estate by the said will limited in use, revoke the uses, trusts, clauses and provisoes by the said will expressed (amongst other hereditaments) concerning the hereditaments described in the schedule hereto, with their legal or usual appurtenances, and appoint that the same premises shall remain to the uses, upon the trusts and subject to the clauses and provisoes now subsisting by virtue of the same settlement in respect of the premises thereby limited in use (2). (*Covenant by M. N. as in Precedent No. 30.*) In witness, &c.

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(a) This and the following Precedent shew the mode of preparing such an assurance by separate deeds. In Precedent No. 38 one deed only is employed.



## No. 37.

THIS INDENTURE, &c., between (*trustees B. B.*) of the 1st part, (*O. P.*) of the 2nd part, and (*trustees A. A.*) of the 3rd part, witnesseth as follows:—

1. In consideration of an indenture of even date herewith (expressed to be made between the said A. A. of the 1st part, M. N. of the 2nd part, and the said B. B. of the 3rd part, by which the said A. A., in exercise of their power of exchange under the will (dated, &c.) of X. Y., and with the consent of the said M. N. as tenant for life of the real estate thereby limited in use, assured certain hereditaments at —, in — shire, with their appurtenances, to the subsisting limitations of the after mentioned settlement, they the said B. B. do, in exercise of their power of exchange under the marriage settlement (dated, &c.) of the said O. P. with his present wife —, formerly — spinster, and with his consent (hereby testified) as tenant for life of the settled premises, revoke the uses, trusts, clauses and provisoes by the said settlement expressed (among other hereditaments) concerning the hereditaments described in the schedule hereto, with their legal or usual appurtenances, and appoint that the same premises shall remain to the uses upon the trusts, and subject to the clauses and provisoes now subsisting by virtue of the said will, in respect of the real estates thereby limited in use (2). (*Covenant by O. P. as in Precedent No. 30.*) In witness, &c.

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## No. 38.

THIS INDENTURE, &c., between (*trustees A. A.*) of the first part (*M. N.*) of the second part (*trustees B. B.*) of the third part, and (*O. P.*) of the fourth part, witnesseth as follows:—

1. In consideration of the subsequent assurance by the said B. B., they the said A. A., in exercise of their power of exchange under the will (dated, &c.) of X. Y. and with the consent (hereby testified) of the said M. N., as tenant for life of the real estates by the said will

limited in use, revoke the uses, trusts, clauses and provisoes by the said will expressed (amongst other hereditaments) concerning the hereditaments described in the first schedule hereto, with their legal or usual appurtenances, and appoint that the same premises shall remain to the uses, upon the trusts, and subject to the clauses and provisoes now subsisting by virtue of the after mentioned settlement in respect of the premises thereby limited in use(2). (*Covenant by M. N. as in Precedent No. 30.*)

2. In consideration of the preceding assurance by the said A. A., they the said B. B., in exercise of their power of exchange under the marriage settlement (dated, &c.) of the said O. P. with his present wife, formerly — spinster, and with his consent (hereby testified) as tenant for life of the settled premises, revoke the uses, trusts, clauses and provisoes by the same settlement expressed (amongst other hereditaments) concerning the hereditaments described in the second schedule hereto, with their legal or usual appurtenances, and appoint that the same premises shall remain to the uses, upon the trusts, and subject to the clauses and provisoes now subsisting by virtue of the said will in respect of the real estates thereby limited in use(2). (*Covenant by O. P. as in Precedent No. 30.*) In witness, &c.

### No. 39.

#### AGREEMENT for an EXCHANGE.

AGREEMENT made this — day of —, between A. B. of the one part, and C. D. of the other part. The said A. B. in consideration of the after mentioned sale to him and of £—, agrees to sell, and the said C. D. agrees to purchase, the unincumbered fee simple in possession of the hereditaments described in the first schedule hereto, with their appurtenances; and the said C. D., in consideration of the above mentioned sale to him, agrees to sell and the said A. B. agrees to purchase, the unincumbered fee simple in possession of the hereditaments described in the second schedule hereto, with their appurtenances, such purchases to be completed (and the said sum of £— paid) at Messrs. — office in —, on the — day of —, and possession delivered

on the same day, the previous outgoings on each property being defrayed by the vendor thereof, and this agreement being subject; as to both purchases to the conditions hereinafter numbered 1 to 6; as to the first mentioned purchase (in respect of which the said A. B. is hereinafter called the vendor and the said C. D. the purchaser) to Conditions 7 and 8; and, as to the second mentioned purchase (in respect of which the said C. D. is hereinafter called the vendor and the said A. B. the purchaser), to Conditions 9 and 10.

1. An abstract of title to each property shall be delivered to the purchaser thereof at the vendor's expense, on or before the — day of —, and the title shall be deemed accepted on such delivery, excepting to the extent of requisitions or objections made within — days therefrom.

2. The vendor of each property shall (in the event of any requisition or objection being made in respect thereof) have the option of annulling this agreement.

3. The vendor of each property will produce to the purchaser at the office aforesaid, free of expense, all muniments and evidence of title in his possession; subject to which all expenses of or incidental to verifying the abstract of title of the same premises and satisfying requisitions thereon (whether of title, evidence, or conveyance, and whether the last preceding Condition shall take effect or not,) shall be borne exclusively by the purchaser thereof.

4. The purchaser of each property shall tender all assurances required by him (including those specified in Condition 10) at the office aforesaid, at least ten days before the — day of — aforesaid, and shall defray all expenses thereof up to and including execution (except perusal by the vendor), and also half the expense of this agreement.

5. Errors and omissions in either schedule shall not annul the sale of the property therein comprised, but be the subject of compensation on each side, the amount of which shall be settled by a valuer appointed by the vendor and purchaser of the same premises, or the umpire appointed by such two valuers, if they differ; if the purchaser shall not appoint a valuer when required to do so, the compensation shall be fixed by the vendor's valuer alone.

6. No objection or requisition shall be made as to the nonproduction

of any document, an attested copy or covenant for the production of which shall be produced, nor shall proof be required of any fact appearing by a document dated twenty years or more before sale.

7. The purchaser shall pay interest after the rate aforesaid on so much of the said sum of £—— as shall remain unpaid (from whatever course) after the —— day of —— aforesaid.

8. The title shall commence (*stipulation as to commencement of title as in Condition 4 of Precedent No. 2*).

9. No requisition or objection shall be made as to the title (*a*), &c., and no proof shall be required (*a*), &c.

10. The vendor shall retain all muniments, &c. (*stipulation as in Condition 10 of Precedent No. 2*). In witness, &c.

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#### SECT. 4.

### PARTITIONS AND AGREEMENTS FOR PARTITION.

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(Precedents 40 to 46).

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#### No. 40.

#### PARTITION of FREEHOLDS *by* ABSOLUTE OWNERS.

THIS INDENTURE, &c., between (A. B.) of —— spinster, of the 1st part, (C. D.) of —— spinster, of the 2nd part, (E. F.) of —— spinster, of the 3rd part, and M. N. of the 4th part, witnesseth as follows:—

1. For effecting a partition of the aftermentioned premises each of the said A. B., C. D. and E. F., as to the undivided third share therein to which she is entitled in coparcenary as one of the three daughters and coheireses of X. Y. deceased, grants unto the said M. N. and his heirs the hereditaments described in the three schedules hereto, with their legal or usual appurtenances; As to the 1stly scheduled premises, to the use of the said A. B. and her heirs; As

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(*a*) Restrictive clauses as in Condition 5 of Precedent No. 2.

to the 2ndly scheduled premises, to the use of the said C. D. and her heirs ; And as to the 3rdly scheduled premises, to the use of the said E. F. and her heirs. (*Covenant by the three with M. N. as in Precedent No. 24*). In witness (a) &c.

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## No. 41.

PARTITION of FREEHOLDS by ABSOLUTE and FIDUCIARY OWNERS.  
MONEY PAID for EQUALITY of PARTITION.

THIS INDENTURE, &c., between (*trustees A. A.*) of the 1st part, (C. D.) of the 2nd part, (*trustees B. B.*) of the 3rd part, (E. F.) of the 4th part, (G. H.) of the 5th part, and (M. N.) of the 6th part, witnesseth as follows :—

1. For effecting a partition of the aftermentioned premises, and in consideration of £500 paid to the said A. A. by the said G. H., the said A. A. in exercise of their power under the marriage settlement (dated &c.) of the said C. D. with his present wife X., formerly spinster, and with the consent (hereby testified) of the said C. D. as tenant for life of the settled premises, revoke the uses, trusts, clauses and provisoes by the said settlement expressed concerning the undivided third share to which the said X. is entitled in coparcenary as one of the three daughters and coheirresses of I. K. deceased, in the hereditaments described in the three schedules hereto with their legal or usual appurtenances, and appoint that the same share shall remain to the uses upon the trusts and subject to the clauses and provisoes hereinafter expressed.

2. For the purpose aforesaid and in consideration of £500 paid to the said B. B. by the said G. H., they the said B. B. in exercise of their power under the will (dated &c.) of O. P., and with the consent (hereby testified) of the said E. F. as tenant for life of the real estate by the said will limited in use, revoke the uses, trusts clauses and provisoes by the said will expressed concerning the undivided third share to which the said O. P. was entitled in coparcenary as one other

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(a) The deed should be executed by the grantee to uses.



of the three daughters and coheiresses of the said I. K. in the said scheduled hereditaments with their legal or usual appurtenances, and appoint that the same share shall remain to the uses upon the trusts, and subject to the clauses and provisoes hereinafter expressed.

3. For the purpose aforesaid the said G. H. grants unto the said M. N. and his heirs the undivided third share to which she is entitled in coparcenary as the other daughter and coheirress of the said I. K. in the said scheduled hereditaments with their legal or usual appurtenances, to the uses upon and for the trusts, and subject to the clauses and provisoes hereinafter expressed.

4. The respective foregoing assurances shall enure; As to the three undivided shares hereby assured of the 1stly scheduled hereditaments, to such uses upon such trusts and subject to such clauses and provisoes as were immediately before the execution hereof subsisting by virtue of the said settlement in respect of the share firstly hereby assured; As to the three undivided shares hereby assured of the 2ndly scheduled hereditaments, to such uses upon such trusts and subject to such clauses and provisoes as were immediately before the execution hereof subsisting by virtue of the said will in respect of the share 2ndly hereby assured; And as to the three undivided shares hereby assured of the 3rdly scheduled hereditaments, to the use of the said G. H. and her heirs.

5. Each of the said parties hereto of the 1st and 3rd parts for himself, his heirs, executors and administrators, covenants with the said G. H., her heirs and assigns, that they the said parties hereto of the 1st and 3rd parts have done and knowingly suffered nothing whereby the said 1stly and 2ndly assured shares are or may be incumbered or prejudicially affected (*similar covenants by A. A. with B. B. and vice versa*).

8. The said C. D. for himself, his heirs, executors and administrators, and as to the 1stly assured share covenants, and the said E. F. for himself, his heirs, executors and administrators, and as to the 2ndly assured share covenants with the said G. H., his heirs and assigns, that notwithstanding anything by the said A. A., B. B., C. D. and X. his wife, E. F. and O. P. or any of them done or knowingly suffered the said C. D. and E. F. are respectively entitled to give such consent as aforesaid, and the said A. A. and B. B. are respectively



entitled to execute this assurance of the 1stly and 2ndly assured shares free from incumbrances (*the rest as in (4)*). (*Similar covenants by C. D. with B. B., and by E. F. with A. A.*) (4) (a). In witness (b) &c.

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No. 42.

PARTITIONS of LEASEHOLDS by ABSOLUTE OWNERS (*by mutual Releases.*)

THIS INDENTURE, &c., between (A. B.) of the 1st part, (C. D.) of the 2nd part, and (E. F.) of the 3rd part, witnesseth as follows :

1. For effecting a partition of the aftermentioned premises, each of the said A. B. and C. D. releases unto the said E. F., his executors and administrators, one undivided third share of the premises described in the first schedule hereto with their legal or usual appurtenances during the subsisting residue of the term of — years, created by lease (dated, &c.) from — to the said A. B., C. D., and E. F. *Similar releases by A. B. and E. F. to C. D. as to the premises in the 2nd schedule, and by C. D. and E. F. to A. B. as to the premises in the 3rd schedule.*)

4. Each of the said A. B., C. D., and E. F., as to the share hereby released by him, and the acts only of himself and those claiming under or in trust for him in respect thereof, for himself, his heirs, executors and administrators, covenants with each of the others of them, his executors, administrators and assigns, that notwithstanding anything done or knowingly suffered by the said parties hereto respectively, they are entitled (*the rest as in (5)*).

5. Each of the said A. B., C. D., and E. F. for himself, his heirs, executors, administrators and assigns, covenants with the others and each of the others of them, their and each of their executors, administrators and assigns, that he, his heirs, executors, administrators and assigns, will discharge and keep the others of them, their heirs, executors, administrators and assigns, indemnified against one-third of the

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(a) Covenant by G. H. with M. N. as to the 3rdly assured share.

(b) The deed to be executed by the grantee to uses.

rent reserved by the said lease and all other liabilities under the same lease in respect of the premises two-third shares of which are hereby released to him. In witness, &c.

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No. 43.

PARTITION of LEASEHOLDS by absolute and fiduciary OWNERS (by ASSIGNMENT to a Trustee).

THIS INDENTURE, &c., between (*trustees*) of the 1st part, (C. D.) of the 2nd part, (E. F.) of the 3rd part, and (G. H.) of the 4th part, witnesseth as follows :

1. For effecting a partition of the aftermentioned premises, the said T., in exercise of their power under the marriage settlement (dated, &c.,) of the said C. D. with his late wife — formerly spinster, and as to the one undivided half-share by the said settlement vested in them of the same premises, do (with the consent hereby testified of the said C. D. as tenant for life of the settled premises), assign, and the said E. F. as to the other undivided half-share of the same premises, assigns unto the said G. H., his executors and administrators, the premises described in the two schedules hereto during the subsisting residue of the term of — years, therein created by lease (dated, &c.,) from — to the said C. D. and E. F., Upon trust to assign the 1stly scheduled premises during the subsisting residue of the said term to the said T., their executors and administrators, upon such trusts and subject to such clauses and provisoes as immediately before the execution hereof were subsisting by virtue of the said settlement, in respect of the half-share hereby assigned by the said T.; And upon trust, to assign the 2ndly scheduled premises during the subsisting residue of the said term to the said E. F., his executors and administrators absolutely (*a*).

3. Each of the said C. D. and E. F. as to one-half share of the premises, and the acts of himself and those claiming under him in

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(*a*) Covenant by the trustees with G. H., substituting for “premises” “share hereby assigned by them.”

respect thereof, for himself, his heirs, executors and administrators, covenants with the said G. H. that notwithstanding anything by the said T., C. D. and E. F. done or knowingly suffered, they or some or one of them (*the rest as in (5)*); and further, that they the said C. D. and E. F., their heirs, executors and administrators will discharge and keep the said G. H., his executors, administrators and assigns indemnified against all liabilities under the said lease. In witness, &c.

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## No. 44.

REASSIGNMENT *by the TRUSTEE under the preceding ASSURANCE (by indorsement).*

THIS INDENTURE, &c., between the within named (G. H.) of the 1st part, the within named (*trustees*) of the 2nd part, and the within named (E. F.) of the 3rd part, witnesseth as follows:—

1. Pursuant to the trusts of the within written indenture the said G. H. assigns unto the said F., their executors and administrators, the premises described in the first schedule thereto with their legal or usual appurtenances during the subsisting residue of the within mentioned term, upon such trusts and subject to such clauses and provisoes as immediately before the execution of the within written indenture were subsisting by virtue of the within mentioned settlement in respect of the half share thereby assigned by the said F.

2. Pursuant to the trusts aforesaid the said G. H. assigns unto the said E. F., his executors and administrators, the premises described in the second schedule to the within written indenture during the subsisting residue of the said term absolutely. In witness, &c.

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## No. 45.

AGREEMENT *for a PARTITION of FREEHOLDS.*

AGREEMENT made this — day of — between (A. B.) of the

first part, (C. D.) of the second part, and (E. F.) of the third part. For effecting a partition of the after mentioned premises, each of the said parties in respect of his undivided third share under the will (dated, &c.) of M. N., in the testator's freehold estates of inheritance in — shire, agrees with the other of them as follows.

1. The commissioner of the said A. B. for the aforesaid partition shall be X. of, &c. The commissioner of the said C. D. shall be Y. of, &c. The commissioner of the said E. F. shall be Z. of, &c.

2. The commissioners shall survey the said estates, and prepare a terrier (and if they shall think fit a map) thereof. The terrier shall state the farms or holdings of which the estates consist, with their respective occupations and rentals (or estimated rentals) and outgoings, and shall also state under each farm or holding the particulars comprised therein, affixing a number (and name if any) to each particular, and specifying its nature and quantities.

3. The commissioners shall prepare a valuation of the estates (including wood down to 1s. per stick) upon the basis of the aforesaid terrier, and divide the same into three portions, either of equal or unequal value, directing in the latter case what sum or sums shall be received and paid in respect of each portion for equality of partition.

4. The parties shall draw lots for priority of choice; two of the portions shall be successively chosen by the parties entitled to the first and second choice according to their priorities, and the remaining portion shall belong to the third party.

5. Each of the parties shall have assured to him in entirety the portion to which he is entitled under the last foregoing clause (subject to any sum or sums directed to be paid in respect of such portion for equality of partition), and the party entitled to the first choice shall hold (a) any muniments of title affecting other premises than those comprised in the portion assured to him, and execute a covenant for their production to each owner of such other premises. The principal or only assurance shall be executed in three parts.

6. The cost of this agreement and all expenses under it shall be defrayed by the parties equally.

7. The opinion of two of the commissioners, or (if no two shall

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(a) For a different arrangement as to the title deeds, see the next Precedent.

agree) of an umpire chosen by all three, shall be decisive on all questions arising under this agreement.

8. Each party may appoint a person in the place and with the powers of every original or future commissioner of the same party, who shall die or become incapable to act. In witness, &c.

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No. 46.

MEMORANDUM (*a*) of the Deposit of DEEDS with a STRANGER on behalf of the Parties entitled under a PARTITION.

Memorandum.—That pursuant to an agreement on the partition (effected by indenture, dated, &c.) of hereditaments at — in — shire between the undersigned (A. B.) and (C. D.), the muniments of title specified in the schedule hereto were this — day of — deposited with the undersigned (X. Y.) for the mutual convenience and inspection of the said A. B. and C. D., their respective heirs, executors, administrators and assigns, without whose joint written direction the same shall not be removed from the custody of the said X. Y.

(Signed) A. B.

C. D.

X. Y.

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(*a*) This should be executed in duplicate; no stamp will be required.

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## SECT. 5.

## SECURITIES (TRANSFERS AND RECONVEYANCES.)

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 (Precedents 47 to 84).
 

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1. MORTGAGES TO ONE BENEFICIAL OWNER (*a*).

## No. 47.

MORTGAGE *in Fee*.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and  
 — of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. grants unto the said — and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances (10), (16), (23), (24). In witness, &c.

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 No. 48.
MORTGAGE *of* LEASEHOLDS (*b*) *by* DEMISE.

THIS INDENTURE, &c., between (*mortgagor*) of the one part and  
 — of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said —, the said M. (9).

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(*a*) For mortgages to more than one beneficial owner, see Precedents Nos. 76, 77 and 78. For mortgages to and by fiduciary owners, see Part 3. The special forms (15) and (26) (see Index to Common Forms) will be inserted where there are instructions to that effect.

(*b*) See note (*a*) on Precedent No. 13.



2. For the consideration aforesaid the said M. demises unto the said —, his executors and administrators the premises described in the schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from A. B. to the said M. (a), wanting the last day of such term (11), (17), (23), (24), (25), (27). In witness, &c.

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## No. 49.

MORTGAGE of LEASEHOLDS *by* ASSIGNMENT.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £—, paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. assigns unto the said —, his executors and administrators the premises described in the schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from A. B. to the said M. (12), (18), (23), (24), (25), (27). In witness, &c.

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## No. 50.

MORTGAGE of FREEHOLDS *and* LEASEHOLDS *by* DEMISE.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £—, paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. grants unto the said — and his heirs the hereditaments described in the first schedule hereto, with their legal or usual appurtenances.

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(a) See note (a) on Precedent No. 13.

3. For the consideration aforesaid the said M. demises unto the said —, his executors and administrators the premises described in the second schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from A. B. to the said M., wanting the last day of such term (13), (19), (23), (24), (25), (27). In witness, &c.

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No. 51.

MORTGAGE of FREEHOLDS and LEASEHOLDS by ASSIGNMENT.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £— paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. grants unto the said — and his heirs the hereditaments described in the first schedule hereto, with their legal or usual appurtenances.

3. For the consideration aforesaid the said M. assigns unto the said —, his executors and administrators the premises described in the second schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from A. B. to the said M. (14), (20), (23), (24), (25), (27). In witness, &c.

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No. 52.

MORTGAGE of UNFINISHED HOUSES.

THIS INDENTURE, &c., between (*mortgagor*) of the one part and — of the other part, witnesseth as follows:—

1. In consideration of £— paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. assigns unto the said —, his executors and administrators the premises described in the schedule hereto, with the three unfinished houses and outbuildings

now standing thereon and the legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from A. B. to the said M. (12), (18), (23), (24), (25), (26), (27). In witness, &c.

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## No. 53.

## MORTGAGE of a LIFE POLICY.

THIS INDENTURE, &c., between (*mortgagor*) of the one part and — of the other part, witnesseth as follows :—

1. In consideration of £— paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. assigns unto the said —, his executors and administrators, a policy for £— on the life of the said M. effected in his name on the — day of — with the — Society and numbered —, with all monies ultimately payable thereon, and with power for the said —, his executors, administrators and assigns and his and their substitutes and substitute, in the name or names of the said M., his executors and administrators, to recover receive and give receipts for the same premises (14), (21), (22), (23), (24) (a), (25), (27) (b). In witness, &c. (c).

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## No. 54.

## MORTGAGE of a BOND DEBT.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows :—

1. In consideration of £— paid to the said M. by the said —, the said M. (9).

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(a) Adding after "sale or assurance thereof" the words ("which shall include a surrender to the said society").

(b) The proviso at the end of (27) must be inserted. See note on that form.

(c) Notice should be given to the insurance office.

2. For the consideration aforesaid the said M. assigns unto the said —, his executors and administrators, the sum of £—— secured with interest at £—— per cent. by the bond (dated, &c.) of X. Y., with the [arrear, future] interest and securities, and with power for the said —, his executors, administrators and assigns and his and their substitute and substitutes in the name or names of the said M., his executors and administrators, to sue for receive and give receipts for the same premises (14), (21), (23), (24). In witness (a), &c.

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No. 55.

SUB-MORTGAGE (*or mortgage of a mortgage*) of FREEHOLDS and  
LEASEHOLDS.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows :

1. In consideration of £1000 paid to the said M. by the said —, the said M. for himself, his heirs, executors and administrators, covenants with the said —, his executors and administrators, that the said M., his heirs, executors, or administrators, will pay to the said — his executors, administrators, or assigns, £1000, with interest after the rate of £—— per cent. per annum, on the — day of — next.

2. For the consideration aforesaid, the said M. assigns unto the said —, his executors and administrators, the sum of £1500, secured by a mortgage (dated, &c.) and expressed to be made between X. Y. and the said M., with the interest and securities, and with power for the said —, his executors, administrators and assigns and his and their substitute or substitutes in the name or names of the said M., his executors or administrators, to sue for, receive and give receipts for the same premises. Provided that the said —, his executors, administrators, or assigns, shall not be bound to enforce any of the remedies under the said mortgage for recovering the principal and interest thereby secured.

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(a) Notice should be given to X. Y.

3. For the consideration aforesaid, the said M. grants unto the said — and his heirs such of the hereditaments described in the first schedule hereto as are comprised in the said mortgage, with their legal or usual appurtenances, subject to the subsisting equity of redemption under the same mortgage.

4. For the consideration aforesaid, the said M. demises unto the said —, his executors and administrators, such of the premises described in the second schedule hereto as are comprised in the said mortgage, with their legal or usual appurtenances, during the subsisting residue (wanting the last day) of the term of — years created by a lease (dated, &c.) from M. N. to the said X. Y., and now by the said mortgage vested in the said M., subject to the subsisting equity of redemption under the same mortgage.

5. Provided that if the foregoing covenant shall be satisfied on the — day of —, the said M., his heirs, executors, administrators and assigns, shall be entitled, at his and their respective cost, to a reassignment of the premises hereby assigned and also to a reconveyance of the premises hereby granted and a surrender of the premises hereby demised.

6. The said M., for himself, his heirs, executors and administrators, covenants with the said —, his heirs, executors, administrators and assigns, that the said lease is subsisting unprejudiced, and the said M. entitled to execute this assurance of the respective premises free from incumbrances; that he and those claiming under him will do and suffer nothing whereby the said lease may be prejudicially affected, and that he and all necessary persons shall, at the cost of the said M. and his estate (excepting as regards foreclosed and sold premises), do all acts required for perfecting such assurance and effecting the recovery of the said assigned premises, the last day of the said — years term, in foreclosed and sold premises, being held in trust for the person or persons entitled to the subsisting residue of the term hereby created.

7. The said M., for himself, his heirs, executors and administrators, covenants with the said —, his executors and administrators, that the said M., his heirs, executors, or administrators, will, on demand, reimburse the said —, his executors, administrators, or assigns, all expenses under the subsequent powers (other than the power of sale), with interest after the rate aforesaid, and will pay to him or them



interest after the rate aforesaid on all principal monies hereby secured, by equal half yearly payments, on the —— day of —— and the —— day of ——.

8. The holders or holder of this security (whether varied or not on transfer) may (1) sell the said mortgage debt and interest and the said scheduled premises (subject to the subsisting equities of redemption under the said mortgage), and upon every sale or attempted sale and assurance thereof may deal with the premises and the purchase monies thereof as absolute owners or owner, excepting as mentioned in the next proviso (but so that, as regards the purchaser's protection, such ownership shall be deemed absolute without exception): Provided that the purchase money shall be paid (after discharging all expenses and all monies continuing hereby secured) to the said M., his executors, administrators, or assigns; and that (unless some interest shall be forty days in arrear) no sale shall be made without six calendar months written notice to the said M., his executors, administrators, or assigns. (2). They or he may also exercise the power of sale by the said mortgage given to the said M., his executors, administrators and assigns, with the incidental powers, subject to the provisions as to notice and the payment of purchase money therein contained, and so that the discharge of the monies continuing thereby secured shall import the discharge, in the first instance, of the monies continuing secured on these presents, and (subject thereto) the payment to the said M. his executors, administrators and assigns of any excess (above the aggregate of such last mentioned monies and of the expenses of sale) of any monies continuing secured on the said mortgage: Provided that the receipts of the persons or person exercising this power shall discharge all persons paying purchase money from liability in regard to the application thereof. (3). They or he may also (unless the current year's receipt for a fire insurance for £—— on the 2ndly scheduled premises shall be produced to them on demand) effect such insurance.

9. All expenses under the preceding powers (other than the power of sale), with interest after the rate aforesaid, shall constitute a charge on the hereby mortgaged premises, the monies arising from fire insurance being applicable either as the purchase monies aforesaid or (if the holders or holder of the security shall so elect) in rebuilding the premises insured. In witness, &c.



## No. 56.

MORTGAGE of CHATELS *in a* DWELLING HOUSE.

THIS INDENTURE, &c. between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows :

1. In consideration of £— paid to the said M. by the said —, the said M. (9) (*a*).

2. For the consideration aforesaid the said M. assigns unto the said —, his executors and administrators, the effects now in or about — house, near —, in — shire, or the outbuildings and stables thereof [and which are specified in the schedule hereto] (*b*). (12), (21), (23), (24), (25), (27). In witness (*c*), &c.

## No. 57.

MORTGAGE of LIFE INTEREST *in* FREEHOLDS, *with a* LIFE POLICY *effected in the* MORTGAGEES' names, *as a* Collateral Security.

THIS INDENTURE between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows :

1. In consideration of £— paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid, the said M. grants unto the said —, his executors and administrators, the hereditaments described in the schedule hereto with their legal or usual appurtenances, during the life estate limited to the said M. (without impeachment of waste), by the will (dated, &c.) of X. Y. (10) (*d*), (16).

(*a*) See the proviso at the end of (21).

(*b*) This description by a schedule, although desirable, is not indispensable, and may often be difficult to furnish.

(*c*) The mortgage must be registered under the Bills of Sale Registration Act.

(*d*) Adding after "reconveyance of the premises" the words "during the estate hereby granted."

4. It is declared that the said —, his executors, administrators and assigns, shall hold the monies ultimately payable on a policy for £—— on the life of the said M., effected on the — day of — with the — Society in the name of the said — and numbered —, and also the monies arising from every policy effected under the subsequent power, Upon the trusts herein declared of the monies arising under the subsequent power of sale, with power nevertheless to apply any bonuses in discharge of the monies hereby secured (22), (23).

7. The holders or holder of this security (whether varied or not on transfer) may sell the said scheduled premises during the estate hereby granted, and also the said policy, and upon every sale or attempted sale and assurance thereof (which shall include a surrender of the policy to the Society aforesaid), (*the rest as in (24), (25)* ).

9. All expenses under the preceding powers, with interest after the rate aforesaid, shall constitute a charge on the premises. In witness, &c.

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No. 58.

MORTGAGE of a LIFE ESTATE in PERSONALTY, with a LIFE POLICY  
assigned as a COLLATERAL SECURITY.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows :—

1. In consideration of £—— paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. assigns unto the said —, his executors and administrators, 1stly, the premises described in the schedule hereto; and 2ndly, a policy for £—— on the life of the said M., effected in his name on the — day of — with the — Society, and numbered —, with all monies ultimately payable thereon, (and with power for the said —, his executors, administrators and assigns, and his and their substitute or substitutes, in the name or names of the said M., his executor or administrator, to recover, receive and give receipts for the same premises); As to the 1stly assigned premises, during the life estate therein of the said M. under

his marriage settlement (dated, &c.) with his present wife X. Y. (formerly —, spinster); and as to the 2ndly assigned premises absolutely (12), (21), (22), (23), (24) (a), (25), (27) (b). In witness, &c. (c).

THE SCHEDULE, &c.

£—— 3 per cent. Consolidated Bank Annuities, and 6 Great Northern Preference Shares, in names of C. D. and E. F.

No. 59.

MORTGAGE of a LIFE ESTATE in FREEHOLDS, the OWNER of a PRIOR RENT CHARGE *joining as a COLLATERAL SECURITY, and a LIFE POLICY being effected in the MORTGAGEES' NAME.*

THIS INDENTURE, &c., between (*mortgagor*) of the 1st part, (A. B.) of —, widow, of the 2nd part, and — of the 3rd part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said —, the said M. (9).

2. The said A. B., at the request of the said M., assigns unto the said —, his executors and administrators for his and their absolute use, the rent-charge of £——, by the will (dated, &c.) of X. Y. limited to the said A. B. during her life (in priority to the life estate thereby limited to the said M. without impeachment of waste in the after mentioned premises) with the incidental powers, and so that the trusts of the term of — years by the same will limited (among other purposes) for further securing the said rent-charge, shall during the continuance of this security enure for the benefit of the said —, his executors, administrators and assigns.

3. For the consideration aforesaid the said M. demises unto the said —, his executors, administrators and assigns, the hereditaments

(a) See the variations in the preceding Precedent.

(b) The proviso at the end of (27) need not be inserted. See note there.

(c) Notice must be given to the insurance office, also to C. D. and E. F.

described in the schedule hereto, with their legal or usual appurtenances, for the term of ninety-nine years without impeachment of waste, if the said M. shall so long live.

4. Provided that if the foregoing covenant shall be satisfied on the — day of —, the said A. B. and her heirs shall be entitled to a reconveyance of the said rent-charge, and the said M. and his assigns shall be entitled to a surrender of the said term; such reconveyance and surrender to be at the cost of the said M., his executors, administrators and assigns.

5. The said A. B. in respect of the said rent-charge, for herself, her heirs, executors and administrators, covenants, and the said M. in respect of the said rent-charge, and also of his said life estate, for himself, his heirs, executors and administrators, covenants with the said —, his executors, administrators and assigns, that the said A. B. and M. are entitled to execute this assurance of their respective interests in the premises free from incumbrances, (*the rest as in (16).*) (*Declaration as to the Policy as in Precedent No. 57*), (22), (23).

8. The holders or holder of this security (whether varied or not on transfer) may sell the said rent-charge and policy, and also (during the term hereby granted) the said scheduled premises, and upon every sale or attempted sale thereof (which shall include a surrender of the said policy to the said Society) may deal with the premises and the purchase money thereof as absolute owners or owner, excepting as mentioned in the next proviso, but so that as regards the purchaser's protection such ownership shall be deemed absolute ownership without exception. Provided (1). That the purchase money of the said life estate and policy shall be paid (after discharging expenses and all monies hereby secured or made chargeable on the premises) to the said M., his executors or administrators, and that no sale thereof shall be made without six calendar months written notice to the said M. (2). That the purchase money of the said rent-charge shall be paid (after discharging all such monies as aforesaid) to the said A. B., her executors or administrators, and that no sale thereof shall be made without six calendar months written notice to the said A. B. (25).

10. All expenses under the preceding powers other than the power of sale (with interest after the rate aforesaid), shall constitute a charge on the premises.

11. It is declared that as between the said A. B. and M. (and without prejudice to the right of the said —, his executors, administrators or assigns to resort to either fund) the term hereby created and the said policy shall constitute the primary fund for payment of the monies hereby secured. In witness, &c.

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## No. 60.

MORTGAGE *of a* REVERSION *in* FREEHOLDS (*a*).

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said — the said M. (9).

2. For the consideration aforesaid the said M. grants unto the said — and his heirs (subject to the interests subsisting under the will dated &c. of X. Y. in priority to the estate thereby limited to the use of the said M. and his heirs) the hereditaments described in the schedule hereto with their legal or usual appurtenances (10) (*b*), (15), (23).

5. The holders or holder of this security (whether varied or not on transfer) may sell the premises as well before as after determination of the interests subject to which the same are hereby granted, and upon every (*the rest as in 24*). In witness, &c.

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## No. 61.

MORTGAGE *of* FREEHOLDS *by* TRUSTEES *under a Settlement of*  
CONVERTED REALTY.

THIS INDENTURE, &c., between (A. B.) and (C. D.) of the one part, and — of the other part, witnesseth as follows:—

1. For raising the money required for certain purposes of the after

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(*a*) This and several of the succeeding Precedents, adapted to freeholds only, will be easily made applicable to any other security by combining the previous Precedents.

(*b*) Adding after "premises" the words "subject as aforesaid."



mentioned settlement and in consideration of £—— paid to the said A. B. and C. D. by the said —— the said A. B. and C. D., in exercise of their power of mortgaging under the marriage settlement (dated &c.) of M. and N. (formerly —— spinster) both deceased (*a*), grant unto the said —— and his heirs the hereditaments described in the schedule hereto with their legal or usual appurtenances (10), (2) or (3), (24) (*b*). In witness, &c.

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No. 62.

MORTGAGE of FREEHOLDS by DONEES of a POWER, with COVENANTS  
by the TENANT for LIFE.

THIS INDENTURE, &c., between (A. B.) and (C. D.) of the 1st part, (X. Y.) of the 2nd part, and —— of the 3rd part, witnesseth as follows:—

1. For raising the money required for certain purposes of the after mentioned settlement and in consideration of £—— paid to the said A. B. and C. D. by the said ——, the said A. B. and C. D. in exercise of their power of mortgaging under the marriage settlement (dated &c.) of the said X. Y. with his present wife N. (formerly —— spinster) do (with the consent hereby testified of the said X. Y. as tenant for life of the settled premises) revoke the uses, trusts, clauses and provisoes by the said settlement expressed concerning the hereditaments described in the schedule hereto with their legal or usual appurtenances, and appoint that the same premises shall remain to the use of the said —— and his heirs, subject to the proviso hereinafter contained.

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(*a*) A mortgage of this kind would only be effected where the settlement includes converted realty with special powers. If any tenant for life of the sale monies had been living, his or her consent would probably have been necessary, and the mortgagee would probably also have required covenants by the tenant for life, which the trustees of course will not give.

(*b*) The payment of the surplus sale monies and notice of sale should be “to the said A. B. and C. D. or the survivor of them, his executors or administrators, or their or his assigns.”



2. For the consideration aforesaid the said X. Y. (9) (a), (10) (a), (16) (b), (23) (a), (24) (c). In witness, &c.

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No. 63.

*MORTGAGE by TRUSTEES of a TERM under a REAL SETTLEMENT  
for raising arrears of a JOINTURE and EXPENSES (d).*

THIS INDENTURE, &c., between (A. B.) and (C. D.) of the one part, and — of the other part, witnesseth as follows :—

1. For raising certain arrears and expenses raiseable under the after mentioned term, and in consideration of £—— paid to the said A. B. and C. D. by the said —, the said A. B. and C. D., in execution of the trusts of the marriage settlement (dated, &c.) of X. Y. with M. N. (formerly —, spinster), demise unto the said —, his executors and administrators, the premises described in the schedule hereto with their legal or usual appurtenances, during the subsisting residue (wanting the last day) of the term of 1000 years by the said settlement limited to the said A. B. and C. D., their executors and administrators upon the trusts therein expressed (2), (24). Provided: (1) That if the said A. B. or either of them, their or either of their executors, administrators or assigns, or any person or persons beneficially entitled under the said settlement, shall pay to the said —, his executors, administrators or assigns, £—— with interest after the rate of £—— per cent. per annum on the — day of —, the said —, his executors, administrators or assigns, will surrender the said premises to the said A. B. and C. D., their executors, adminis-

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(a) Adding after "the said X. Y. his heirs or assigns," the words "or the person or persons for the time being beneficially entitled under the said settlement."

(b) This covenant for title will be varied as in Precedent No. 30.

(c) See note (b) on the last Precedent.

(d) Mortgages for raising portions are, by these forms, executed immediately to the parties entitled to the portions. (See Part III., Sect. 6). The form in this Precedent would be applicable to a mortgage under any other term made for a money consideration, e. g. to a mortgage for advancing portionable younger children.

trators or assigns: (2). That as regards foreclosed or sold premises, the last day of the said 1000 years term shall be held in trust for the person or persons entitled to the subsisting residue of the term hereby created. In witness, &c.

## No. 64.

## MORTGAGE of FREEHOLDS with ATTORNMENT by MORTGAGOR.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said —, the said M. (9.)

2. For the consideration aforesaid the said M. grants unto the said — and his heirs the hereditaments described in the two schedules hereto, with their legal or usual appurtenances (10), (16), ((23), (24).

7. For the consideration aforesaid the said M. attorns as yearly tenant to the said —, his heirs and assigns, in respect of the 1stly scheduled hereditaments (now occupied by the said M.), at the yearly rent of £ —, payable by half-yearly payments, commencing on the — day of —: Provided that if the foregoing covenant shall not be satisfied on the — day of —, the said —, his heirs and assigns, may re-enter upon and determine this tenancy of the premises. In witness, &c.

## No. 65.

## MORTGAGE of FREEHOLDS—the PRINCIPAL payable by INSTALMENTS, and the INTEREST at the same time as the INSTALMENTS (a).

THIS INDENTURE, made the first day of January, 1851, between

(a) Where the money is to remain a certain time on the security, no change is necessary beyond the insertion of (15).

(mortgagor) of the one part, and —— of the other part, witnesseth as follows:—

1. In consideration of £1500 paid to the said M. by the said ——, the said M. (9); and will also pay to him or them interest after the rate aforesaid on all principal monies continuing secured hereon, by equal half-yearly payments, on the first day of January and the first day of July.

2. For the consideration aforesaid, the said M. grants unto the said —— and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances: Provided that if the foregoing covenant shall be satisfied as to the payment of £1500 and interest on the first day of July next (*the rest as in (10), (16), (23) (a), (24)*).

7. Provided that if the said M., his heirs, executors, administrators or assigns, shall pay to the said ——, his executors, administrators or assigns, £1500 and interest as follows (that is to say): £500 with interest after the rate aforesaid on £1500 on the first day of January, 1853, £400 with the like interest on £1000 on the first day of January, 1854, and £200 with the like interest on the unpaid principal on every succeeding first day of January, and shall discharge all liabilities of the said M., his heirs, executors, administrators or assigns, under these presents (excepting the liability under the 1stly hereinbefore contained covenant), the said ——, his executors, administrators or assigns, will not sell or foreclose the premises, or adopt any legal or equitable proceeding for recovering the monies continuing secured hereon. In witness, &c.

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No. 66.

MORTGAGE of FREEHOLDS—the PRINCIPAL payable by INSTALMENTS, and the INTEREST on the unpaid PRINCIPAL half-yearly, without reference to the time fixed for the INSTALMENTS.

THIS INDENTURE, made the first day of January, 1851, between

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(a) Omitting the clause as to interest inserted above.

(*mortgagor*) of the one part, and — of the other part, witnesseth as follows :—

1. In consideration of £—— paid to the said M. by the said —, the said M. (9).

2. For the consideration aforesaid the said M. grants unto the said — and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances (10), (16), (23) (a), (24).

7. Provided that if the said M., his heirs, executors, administrators or assigns shall pay to the said —, his executors, administrators or assigns, £1500 as follows : (that is to say) £500 on the first day of January, 1853 ; £400 on the first day of January, 1854, and £200 on every succeeding first day of January, and shall discharge all liabilities of the said M., his heirs, executors or administrators, under the preceding covenants of the said M. (excepting the firstly hereinbefore contained covenant) at the times and in manner therein respectively specified, the said —, his executors, administrators or assigns, will not sell or foreclose the premises, or adopt any legal or equitable proceeding for recovering the monies continuing secured hereon. In witness, &c.

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No. 67.

MORTGAGE of FREEHOLDS to secure PRESENT and FUTURE ADVANCES.

THIS INDENTURE, &c., between (*mortgagor*) of the one part and — of the other part, witnesseth as follows :—

1. In consideration of £—— paid to the said M. by the said —, and for securing the repayment thereof, and of such further advances as hereinafter mentioned, the said M. for himself, his heirs, executors and administrators, covenants with the said —, his executors and administrators, that the said M., his heirs, executors or administrators, will pay to the said —, his executors, administrators or assigns, on the — day of — next, £——, with interest after the rate of £5 per

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(a) The interest should be made payable on the 1st of January and 1st of July.

cent. per annum and will also pay to him or them, on demand, all monies which he or they may hereafter advance to the said M., his executors or administrators, with interest after the rate aforesaid.

2. For the consideration and purpose aforesaid the said M. grants unto the said — and his heirs, the hereditaments described in the schedule hereto, with their legal or usual appurtenances: Provided that on satisfaction of the foregoing covenants, as to the said sum of £1500 and interest on the said — day of —; and as to all other monies and interest therein mentioned, on demand (*the rest as in* (10), (16), (23) (a), (24)). In witness, &c.

## No. 68.

BUILDER'S MORTGAGE of LEASEHOLDS to secure a DEBT and further ADVANCES (b).

THIS INDENTURE, &c., between (*mortgagor*) of the one part and — of the other part, witnesseth as follows:—

1. In consideration of £—— due from the said M. to the said —, and for securing (*the rest as in the preceding Precedent, clause 1*).

2. For the consideration and purpose aforesaid, the said M. assigns unto the said —, his executors and administrators the premises described in the schedule hereto, with the two houses and outbuildings now in course of erection thereon by the said M., and the legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from X. Y. to the said M. (12) (c), (18), (23) (c), (24), (25), (26), (27). In witness, &c.

(a) Substituting for "all principal monies hereby secured," the words "[interest after the rate aforesaid on] the said sum of £——, or the unpaid part thereof."

(b) This form is frequently combined with the forms in Precedents Nos. 65 and 66.

(c) Varied as in the last Precedent.



## No. 69.

## MORTGAGE of FREEHOLDS to secure the RETRANSFER of STOCK.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows :

1. In consideration of [(a) £— £3 per cent. Consolidated Bank Annuities transferred by the said — into the name of the said M.], the said M. for himself, his heirs, executors, and administrators, covenants with the said — his executors and administrators, that the said M., his heirs, executors, or administrators will, on or before the — day of —, transfer £— £3 per cent. Consolidated Bank Annuities into the name or names of the said M., his executors, administrators or assigns, and will pay to him or them in the meantime sums of such amount and at such times as the dividends which would have been payable on the said sum of £— Bank Annuities if untransferred [unsold].

2. For the consideration aforesaid, the said M. grants unto the said — and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances (10), (16).

4. The said M. for himself, his heirs, executors and administrators, covenants with the said —, his executors and administrators, that the said M., his heirs, executors, or administrators, will, on demand, reimburse the said —, his executors, administrators or assigns, all expenses under the subsequent powers, with interest after the rate of £— per cent. per annum (24). In witness, &c.

## No. 70.

## MORTGAGE of FREEHOLDS, with Surety joining in the Covenants for payment of PRINCIPAL and INTEREST.

THIS INDENTURE, &c., between (*mortgagor*) of the 1st part,

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(a) If the fact, substitute for the words in brackets, "the sale by the said —, at the request of the said M., of £— £3 per cent. Consolidated Bank Annuities, and the payment to the said M. of the clear proceeds, amounting to £—."



(A. B.) of the 2nd part, and — of the 3rd part, witnesseth as follows :

1. In consideration of — paid to the said M. by the said —, they the said M. and (at his request and as surety for him) the said A. B. do for themselves, their heirs, executors and administrators and each of them doth for himself, his heirs, executors and administrators, covenant with the said —, his executors and administrators, that the said M. and A. B. or one of them, their or one of their heirs, executors, or administrators, will pay to the said —, his executors, administrators or assigns, £—, with interest after the rate of — per cent. per annum, on the — day of —.

2. For the consideration aforesaid the said M. grants unto the said — and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances (10), (16) (a), (23) (b), (24).

7. Provided that the said A. B., his heirs, executors and administrators, are and shall continue (as between him and them and the said —, his executors and administrators), liable as principals under the foregoing covenants of the said A. B., notwithstanding his executing the same as such surety as aforesaid, and notwithstanding any transaction between the said —, his executors, administrators or assigns, and the said M., his heirs, executors, administrators or assigns, operating as a discharge (whether partial or entire) of such suretyship. In witness, &c.

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### No. 71.

#### SECOND MORTGAGE (*or* MORTGAGE *of an* EQUITY *of* REDEMPTION) *of* FREEHOLDS.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows :—

1. In consideration of £— paid to the said M. by the said — the said M. (9).

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(a) By mortgagor only.

(b) Joint and several by mortgagor and A. B., as in clause 1.

2. For the consideration aforesaid the said M. grants (a) unto the said — and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances, subject to a mortgage security in fee for £—— and interest effected by indenture dated &c., and expressed to be made between &c. (10) (b), (16) (c), (23).

5. The holders or holder of this security (whether varied or not on transfer) may sell the premises either subject to the said mortgage of the — day of — or otherwise, and upon every sale &c. (*as in 24*). Provided that the purchase monies shall, after discharging expences, be applied (subject in the event of a sale not subject to the last mentioned security to the discharge of all monies due thereon) in discharging all monies hereby secured or made chargeable on the premises, and the residue paid to the said M. (*the rest as in 24*). In witness, &c.

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### No. 72.

#### EQUITABLE MORTGAGE (d).

MEMORANDUM. That the muniments of title specified in the schedule hereto have this — day of — been deposited by (*mortgagor*) with (A. B.) of &c., as a security for £—— advanced to the said M. by the said A. B. with interest at £——, per cent.

#### THE SCHEDULE, &c.

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(a) A mere charge of the sum advanced (as in Precedent No. 73) would be as effectual, as the whole interest is equitable; but it is not to be recommended from the inconvenience of referring to an instrument in another person's possession.

(b) Adding after "reconveyance" the words ("subject as aforesaid").

(c) Adding after "free from incumbrances" the words ("except as aforesaid").

(d) The ordinary form of equitable mortgage, consisting of an agreement for a mortgage, a charge of the sum upon the property, covenants for payment of principal and interest, and usually a power of sale, is not more concise than the above forms of legal mortgages, and requires the same stamp. The memorandum in the text requires no stamp, and constitutes a perfect equitable security, as well as an implied agreement in equity for a legal mortgage.

## No. 73.

FURTHER CHARGE *on* FREEHOLDS (*by* INDORSEMENT).

THIS INDENTURE, &c., between the within named (*mortgagor*) of the one part, and the within named (A. B.) of the other part, witnesseth as follows:—

1. In consideration of £500 paid to the said M. by the said — the said M. (9), (23).

2. For the consideration aforesaid the said M. grants unto the said —, his heirs, executors, administrators and assigns, that the premises by the within written indenture expressed to be granted shall (in addition to £— now due with the current interest on the security of the same indenture) be charged with the sum of £— and interest secured by the foregoing covenant and not be redeemable until satisfaction of such covenant: And further that the power of sale and the incidental powers and clauses in the within written indenture contained shall be applicable as a security for the said sum of £500 and interest as if the same had been monies by the within written indenture made chargeable on the premises. In witness, &c.

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## No. 74.

FURTHER CHARGE *on* FREEHOLDS, *with* LEASEHOLDS *added as a further SECURITY for the fresh Advance as well as for the existing DEBT.*

THIS INDENTURE, &c., between (*mortgagor*) of the one part and — of the other part, witnesseth as follows:—

1. In consideration of £500 paid to the said M. by the said —, the said M. (9), (23).

2. For the consideration aforesaid the said M. grants unto the said —, his executors, administrators and assigns, that the hereditaments specified in the first schedule hereto, with their legal or usual appurtenances, shall, in addition to £1000 now due (with the current

interest) on the security of a mortgage in fee (dated, &c.) from the said M. to the said —, be charged with the sum of £500 and interest secured by the foregoing covenant, and not be redeemable until satisfaction of such covenant; and further, that the power of sale and the incidental powers and clauses in the said mortgage contained, shall be applicable as a security for the said sum of £500 and interest as if the same had been monies made chargeable on the premises by the said mortgage.

3. For the consideration aforesaid, and for further securing both the mortgage debts aforesaid and interest, the said M. assigns unto the said —, his executors and administrators, the premises described in the second schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of — years, created by a lease (dated, &c.) from X. Y. to the said M. Provided that if the said M., his executors, administrators or assigns shall pay to the said —, his executors, administrators or assigns, £1500, with interest after the rate aforesaid, on the — day of — next, the said M., his executors, administrators or assigns, shall be entitled at his and their cost to a reassignment of the secondly scheduled premises during the subsisting term therein (18), (24) (a), (25), (27). In witness, &c.

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No. 75.

#### APPOINTMENT of a RECEIVER.

THIS INDENTURE, &c., between (*mortgagor*) of the 1st part, — of the 2nd part, and A. B. of the 3rd part, witnesseth as follows :—

1. The said M. (with the concurrence of the said —) appoints the said A. B. (and such person as the holders or holder of the after mentioned security shall on every vacancy by writing nominate) in the name of the said M. to recover, receive and give receipts for the rents and profits of the hereditaments described in the schedule hereto, on which £— with interest at £— per cent. is secured

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(a) The direction as to the application of the purchase monies should be, “after discharging all monies hereby or by the said mortgage, &c., secured.”

by a mortgage in fee (bearing even date herewith) from the said M. to the said —.

2. The rents and profits received under these presents shall be applied (after discharging first the usual outgoings on the premises and then the receiver's commission at £5 per cent.) in satisfying all interest payable under the said security, and subject to such application shall be paid to the said M., his executors, administrators and assigns.

3. Provided (1). That such receiver shall not act until some interest payable under the security shall be forty days in arrear. (2). That (as between all parties hereto) the receivership shall be vacated as well by death as by three calendar months written notice (for which no reason need be assigned) from the holders or holder of the said security to the receiver. (3). That no holder of the said security and no person holding such receipt as aforesaid shall be liable for the receiver's application of the rents and profits. In witness, &c.

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## II. MORTGAGES TO MORE THAN ONE BENEFICIAL OWNER.

### No. 76.

#### MORTGAGE of FREEHOLDS to THREE OWNERS (a).

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and (A. B.), (C. D.) and (E. F.) of the other part, witnesseth as follows :—

1. In consideration of £1500 paid to the said M. by the said A. B., C. D. and E. F. out of monies belonging to them on a legal and equitable joint account the said M. (28).

2. For the consideration aforesaid the said M. grants unto the said A. B., C. D. and E. F. and their heirs, the hereditaments described in

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(a) This is the same form as a mortgage to trustees. (See Part III.) The memorandum of ownership (see the next Precedent) will of course be different. All the preceding forms may of course be combined with this. If desired, the mortgage and title deeds may be deposited with a stranger, and a memorandum taken similar to that in Precedent No. 46.



the schedule hereto, with their legal or usual appurtenances (10), (29), (16), (30), (24). In witness, &c.

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No. 77.

MEMORANDUM (*a*) *as to the OWNERSHIP of the MORTGAGE MONEY secured by the PRECEDING DEED.*

MEMORANDUM. That of £1500 secured (with interest at £5 per cent.) by a mortgage in fee of even date herewith from X. Y. to the undersigned A. B., C. D. and E. F. on hereditaments at —, in ——shire, £800 belongs to the said A. B., £600 to the said C. D., and £100 to the said E. F.

Dated,

Signed A. B. of —.

C. D. of —.

E. F. of —.

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No. 78.

MORTGAGE of FREEHOLDS *to secure an ACCOUNT CURRENT to a PRIVATE BANK, with variations for a BANKING COMPANY.*

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and (A. B.), (C. D.) and (E. F.) (*b*) [Bankers and Copartners under the firm of —] of the other part, witnesseth as follows:—

1. In consideration of a banking account opened by the said M. with the said firm (*c*) the said M. for himself, his heirs, executors and administrators, covenants with the said A. B., C. D. and E. F., their executors and administrators, that the said M. his heirs, executors or administrators, will on demand pay to the cashier of the said firm (*c*)

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(*a*) As many copies as there are parties to the mortgage should be made, and signed by all parties.

(*b*) "Three of the Directors of the — Banking Company."

(*c*) Company.



the balance for the time being due from him on his said account for accommodation with interest and other charges, and also all expenses under the subsequent powers with interest thereon after the rate of £—— per cent., per annum.

2. For the consideration aforesaid the said M. grants unto the said A. B., C. D. and E. F. and their heirs, the hereditaments described in the schedule hereto with their legal or usual appurtenances. Provided (1). That after satisfaction of the foregoing covenant the said M., his heirs or assigns, shall be entitled to a reconveyance of the premises at his and their cost. (2). (a) That the foregoing covenant shall be satisfied both in law and equity by payment to the cashier of any firm carrying on the business of the said firm of ——, whether the same shall consist of all any or none of the present partners, and notwithstanding the addition thereto of any partner or partners, or any variation in or disability of the partners thereof for the time being (16), (24). In witness, &c.

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### III. TRANSFERS OF MORTGAGES (b).

#### No. 79.

TRANSFER of FREEHOLDS, MORTGAGOR *not* JOINING, (c) by INDORSEMENT.

THIS INDENTURE, &c., between the within named (*mortgagee*) of the one part, and —— of the other part, witnesseth as follows:—

1. In consideration of £—— paid by the said —— to the said M. in discharge of the principal and current interest now due on the security of the within written indenture, the said M. assigns unto the said ——, his executor, and administrators the principal monies and interest secured by the within written indenture, and all securities for

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(a) This proviso may be omitted where the mortgage is to a company.

(b) For transfers of mortgages on the appointment of new trustees, see Part III. Sect. 5.

(c) The mortgagor should not join where he has incumbered the equity of redemption.

the same, with power for the said —, his executors, administrators or assigns, or his or their substitute or substitutes, in the name or names of the said M., his executors and administrators, to sue for, receive and give receipts for the same premises.

2. For the consideration aforesaid the said M. grants unto the said — and his heirs the premises by the within written indenture granted, subject to the subsisting equity of redemption under the same indenture (1.) In witness, &c (a).

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No. 80.

TRANSFER of FREEHOLDS, MORTGAGOR JOINING, (b) by INDORSEMENT.

THIS INDENTURE, &c., between the within named (A. B.) of the 1st part, the within named (*mortgagor*) of the 2nd part, and (c) — of the 3rd part, witnesseth as follows:—

1. In consideration of £ — paid by the said — to the said A. B. at the request of the said M. in discharge of the principal now due on the security of the within written indenture, and of the payment by the said M. to the said A. B. of all interest due thereon up to this date the said M (9).

2. For the consideration aforesaid the said A. B. by the request of the said M. grants, and the said M. grants and confirms unto the said — and his heirs the premises expressed to be granted by the within written indenture discharged from all monies thereby secured excepting so far as the same may enure as a protection against any mesne incumbrances (10), (1) (d), (16), (23), (24). In witness, &c.

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(a) Notice of the assignment should be given to the mortgagor.

(b) The mortgagee.

(c) The transferee.

(d) By A. B. with the transferee. The other covenants by the mortgagor.

## No. 81.

TRANSFER of FREEHOLDS by EXECUTOR and HEIR of MORTGAGEE,  
MORTGAGOR JOINING and RECEIVING a FURTHER ADVANCE (*not*  
*Indorsed*).

THIS INDENTURE, &c., between (A. B.) of the 1st part, (C. D.) of the 2nd part, (*mortgagor*) of the 3rd part, and (*a*) — of the 4th part, witnesseth as follows:—

1. In consideration of £—— at the request of the said M. paid by the said M. to the said C. D. as sole executor of the will (dated &c.) of X. Y. in discharge of the principal now due on the after mentioned security, and of the payment by the said M. to the said C. D. of all interest due thereon up to this date; and also in consideration of £—— to the said M. paid by the said — the said M. (9).

2. For the considerations aforesaid the said A. B. (at the request of the said M.) as to such of the after mentioned premises as are comprised in a mortgage security in fee (dated &c.) for £—— from the said M. to the said X. Y. and are now vested in the said A. B. as his heir at law, and by the direction of the said C. D. grants, and the said M. as to all the premises grants and confirms unto the said — and his heirs the hereditaments described in the schedule hereto with their legal or usual appurtenances discharged from all monies secured by the said mortgage excepting so far as the same may enure as a protection against any mesne incumbrances (10), (2) (*b*), (16), (23), (24). In witness, &c.

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 No. 82.

TRANSFER of MORTGAGE of ASSIGNED LEASEHOLDS, MORTGAGOR  
*not* JOINING (*by* INDORSEMENT).

THIS INDENTURE, &c., between the within named (*mortgagee*) of the one part, and — of the other part, witnesseth as follows:—

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(*a*) The transferee.

(*b*) By A. B. and C. D. with the transferee. The other covenants by the mortgagor.

1. In consideration of £—— paid by the said —— to the said M. in discharge of the principal and current interest (with £—— arrears) now due on the security of the within written indenture the said M. assigns unto the said ——, his executors and administrators, 1stly, the principal monies and interest secured by the within written indenture with the said sum of £—— arrears, and all securities for the same premises, (and with power for the said ——, his executors, administrators or assigns, or his or their substitute or substitutes, in the name or names of the said M., his executor and administrator, to sue for, receive and give receipts for the same premises); and 2ndly the premises by the within written indenture assigned: As to the 1stly mentioned premises absolutely; and as to the 2ndly mentioned premises during the subsisting residue of the within mentioned term of —— years, and subject to the subsisting equity of redemption under the same indenture (1). In witness, &c.

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## No. 83.

*Transfer of MORTGAGE of DEMISED LEASEHOLDS to THREE MORTGAGEES—MORTGAGOR joining. Not indorsed.*

THIS INDENTURE, &c., between (A. B.) (a) of the first part (*mortgagor*) of the second part, and (C. D.) (b) (E. F.) and (G. H.) of the third part, witnesseth as follows:—

1. In consideration of £——, at the request of the said M., paid by the said C. D., E. F. and G. H. (out of monies belonging to them on a joint legal and equitable account) to the said A. B. in discharge of the principal and interest now due on the after mentioned security, the said (M.) (28).

2. For the consideration aforesaid the said A. B. (at the request of the said M.), and as to such of the after mentioned premises as are comprised in a mortgage security (dated, &c.) for £—— from the said M. to the said A. B., assigns, and the said M. as to all the premises

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(a) Mortgagee.

(b) Transferees.

demises unto the said C. D., E. F. and G. H., their executors and administrators, the premises described in the schedule hereto, with their legal or usual appurtenances, during the subsisting residue of the term of — years, created by the said mortgage, discharged from all monies thereby secured, excepting so far as the same may enure as a protection against any mesne incumbrance (11), (29), (1), (17), (30), (24). In witness, &c.

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## No. 84.

*Reconveyance of FREEHOLDS and LEASEHOLDS by HEIR and EXECUTOR of MORTGAGEE. By indorsement.*

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.) of the second part, and the within named (*mortgagor*) of the third part, witnesseth as follows:—

1. In consideration of £—— paid by the said M. to the said C. D. as sole executor of the will (dated, &c.) of the within named X. Y., in discharge of all principal and interest now due on the security of the within written indenture, the said A. B., as to such of the after mentioned premises as are now vested in him as heir-at-law of the said X. Y., by the direction of the said C. D., grants unto the said M. and his heirs the premises granted by the within written indenture, discharged from all monies thereby secured.

2. For the consideration aforesaid the said C. D. assigns (*a*) unto the said M., his executors and administrators, the premises (*a*) assigned by the within (*a*) written indenture, discharged from all monies thereby secured [during the subsisting residue of the within mentioned term] (2). In witness, &c.

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(*a*) If the leaseholds were demised, substitute “surrenders” and “demised,” and omit the words in brackets.

## SECT. 6.

## LEASES AND AGREEMENTS FOR LEASES.

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(Precedents 85 to 94.)

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## No. 85.

*(a) LEASE of a HOUSE (b).*

THIS INDENTURE, &c., between (*lessor*) of the one part, and — of the other part, witnesseth as follows :

1. The said L. demises unto the said —, his executors and administrators, the premises described in the 1st schedule hereto (and delineated and coloured — in the plan drawn in the margin hereof), with their appurtenances, from the — day of — for the term of twenty-one years, at the yearly rent of £—, payable by equal quarterly payments commencing the — day of — next.

2. The said —, for himself, his heirs, executors and administrators, covenants with the said L., his (*c*) heirs and assigns (hereinafter called “the lessors”), that the said —, his executors and administrators (hereinafter called “the lessees”), will pay the rent aforesaid at the times aforesaid, and defray all outgoings chargeable by law upon the premises; will at the lessee’s cost maintain (and at the expiration of the term deliver up) the premises in good order and repair; will at the like cost execute without notice such works and at such times as specified in the 2nd schedule hereto, and also execute all repairs required by written notice from the lessors within three

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(*a*) Mining and building leases, and leases for trading and manufacturing purposes, will be found in Part IV.

(*b*) The clauses in this lease are less favourable to the tenant than those in the next Precedent. See also Precedent No. 92.

(*c*) In an underlease, “executors, administrators and assigns.”



calendar months from such notice being left on the premises ; will keep the premises insured against fire in £——, in the —— Office, in the lessor's names or name, and produce on demand every current year's receipt for such insurance ; will lay out all monies received from such insurance in reinstating the premises (making good any deficiency thereof for that purpose); and will not assign underlet or alter the premises, or use the same for any purpose of education, trade, or manufacture (31) (a), (32). In witness, &c.

The 1st SCHEDULE, &c.

A dwelling-house, with the garden and outbuildings, situate at ——, in —— shire, and known as ——, and containing (inclusive of the sites of buildings) the respective quantities appearing by the plan above referred to.

The 2nd SCHEDULE.

*Works to be executed by the Lessees.*

In every third year of the term :—External painting with two coats of oils.

In the seventh, fourteenth, and twentieth-first years :—Papering throughout, with same quality papers as at present.

Ditto ditto ditto :—Internal painting, with three coats of oils, (graining and varnishing as at present).

Cesspools to be emptied as often as necessary.

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No. 86.

LEASE of a HOUSE in a TOWN (b).

THIS INDENTURE, &c., between (lessor) of the one part, and —— of the other part, witnesseth as follows :

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(a) Omitting the determination clause.

(b) The clauses in this lease are in favour of the tenant. See also Precedent No. 92.

1. The said L. demises unto the said —, his executors and administrators (with the reservations specified in the 1st schedule hereto), the house and premises, No. 7, — Street, in — in — shire, with the yard, outbuildings, and appurtenances, from the — day of — for the term of twenty-one years, at the yearly rent of £—, payable by equal quarterly payments commencing the — day of — next.

2. The said —, for himself, his heirs, executors and administrators, covenants with the said L., his executors, administrators and assigns (hereinafter called “the lessors”), that the said —, his executors and administrators (hereinafter called the “lessees”), will pay the rent aforesaid, at the times aforesaid, and defray all outgoings chargeable by law upon the premises (other than land tax); will at the lessee’s cost maintain (and at the expiration or determination of the term deliver up) the premises in good order and repair (reasonable wear and inevitable accident excepted); will at the like cost execute without notice such works and at such times as specified in the first part of the second schedule hereto, and also execute all repairs (not within the foregoing exception) which shall be required by written notice from the lessors within three calendar months from such notice being left on the premises; and will not assign or alter the premises, or use the same as a school, or for any purpose of trade or manufacture (31) (a).

4. The said L. for himself, his heirs, executors and administrators, covenants with the said lessees that their said liabilities being discharged, they or he shall occupy the premises without interruption from the lessors; and further, that the lessors will at their or his cost execute such works and at such times as specified in the 2nd part of the said 2nd schedule, and (b) keep the premises insured against fire in £—, in the — Office, and also will produce on demand every current year’s receipt for such insurance, and lay out all monies received from such insurance in reinstating the premises, making good any deficiency

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(a) Inserting the determination clause.

(b) If this covenant is much objected to, the amount of the premium may be added to the rent.

thereof for that purpose. Provided that the said rent shall be suspended while the premises are uninhabitable through fire. In witness, &c.

THE 1ST SCHEDULE.

*Reservations from the Demise.*

1. The free running of water and soil from the adjacent houses through the main sewer on the premises.
2. The free use by all residents in the adjoining house (No. 8) of the well and pump on the premises; such use to be by a pump handle on the premises No. 8, and to be subject to the payment of a moiety of the repairs of the pump and well.

THE 2ND SCHEDULE.

Part 1.

*Works to be executed by the Lessees.*

1. Twice in every seven years of the term:—External painting in two coats of oils.
2. Once in every seven years, excepting the first seven:—External painting in three coats of oils (graining and varnishing as at present).

Part 2.

*Works to be executed by the Lessors.*

1. Cesspools to be emptied as often as necessary.
2. Within one calendar month from this date:—Papering throughout the house; the same quality paper (to be selected by the lessees) as at present.
3. Within one calendar month from this date:—A new boiler to the kitchen range.

## No. 87.

LEASE *of a Farm (a) with COVENANT for RENEWAL.*

THIS INDENTURE, &c., between (*lessor*) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. demises unto the said —, his executors and administrators (with the reservation of the right of sporting, and of all wood, including underwood and fruit trees), the premises described in the first schedule hereto with their appurtenances, from the — day of — for the term of seven years, at the yearly rent of £—, payable equally by half-yearly payments (commencing the — day of next), excepting as regards the last payment in the said term, which shall be made two calendar months at least before the expiration thereof.

2. The said — for himself, his heirs, executors and administrators, covenants with the said L., his heirs and assigns (hereinafter called “the lessors”), that the said —, his executors and administrators (hereinafter called “the lessees”), will pay the rent aforesaid at the times aforesaid, and defray all outgoings chargeable by law upon the premises (except land tax); will at the lessee’s cost observe the stipulations in the second schedule hereto (subject as to drainage and carting materials to a written requisition from the lessors), and pay on demand the liquidated damages specified in the same schedule; will at the like cost maintain in good repair all stone, brick and woodwork on the premises (other than farm buildings); will deliver up the premises so repaired, and all the other premises at the expiration of the said term; and will not assign or underlet the premises, or prune or lop any trees not pruned, or pollarded at this date. Provided (1) that the lessors may at all times enter upon and inspect the premises, and may also (if the lessees shall fail in discharging any liability under these presents, for which no liquidated damages are provided, or in discharging any such damages), enter upon and repossess the premises

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(a) This Precedent applies to lands in Huntingdonshire. The stipulations as to the course of husbandry and otherwise would of course vary in different counties.

as if this lease had not been executed. (2) That £—— of the rent shall be suspended while the farm buildings shall be uninhabitable through fire.

3. The said L. for himself, his heirs, executors and administrators, covenants with the lessees; (1) That the lessee's said liabilities being discharged, they or he shall occupy the premises without interruption by the lessors; (2) That the lessors will at their or his cost, place and keep the farm buildings on the premises in tenantable repair, and also provide free of charge stone and wood in the rough for other repairs, and tiles for draining; (3) That the lessees may hold on free of charge until the 1st day of May following the expiration of the term, for the purpose of thrashing and consuming the straw; (4) That this lease shall be renewable at the lessee's cost by six calendar months written notice previous to the expiration of the said term, the term, rent, and covenants (including (a) this covenant) of the renewed lease to correspond with those of this lease. In witness, &c.

#### THE 1ST SCHEDULE, &c.

#### THE 2ND SCHEDULE, &c.

##### Part 1.

1. Lands in Grass :—Not to be ploughed without the lessor's consent, and to be cleared, when required, from ant-hills and weeds.
2. Arable Lands :—To be managed in a four years' course of tillage, in no two years of which successively shall any white grain crop be grown off the same land. In the last year one-fourth of the land to be left in fallow, and any incoming tenant to enter on the fallow on the 6th day of April, in the same year, free of charge.
3. Manure :—All manures made in the last year to be left on the premises, free of charge. The hay, straw and green crops arising on the premises in the preceding years to be consumed (and the manures) spread thereon.

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(a) Or "exclusive of," if so agreed.

4. Hedges to be cut, layed and made good, and drains and ditches cleared out as often as required.
5. Materials furnished by the lessors in the rough to be carted for the repair of the farm buildings; also, draining tiles carted and laid at the proper depth.

## Part 2.

*Liquidated Damages to be paid for Non-observance of certain of the Stipulations in Part 1.*

1. For every acre or less of grass land ploughed:—Additional rent during the rest of the term, after the rate of 30*l.* a year.
2. For every acre or less on which two crops of white grain are grown successively:—30*l.* (or a proportionate sum) per crop.

## No. 88.

LEASE of a HOUSE (a) by TRUSTEES having the LEGAL ESTATE (b),  
under a POWER.

THIS INDENTURE, &c., between (trustees) of the first part, (A. B.) of the second part, and — of the third part, witnesseth as follows :

1. The said T., in exercise of their power under the marriage settlement (dated, &c.) of the said A. B. with his present wife — and [(c) with the consent hereby testified of the said A. B., demise unto the said —, his executors and administrators], the premises described in the first schedule hereto, with their appurtenances, from the day (d)

(a) This and the two subsequent Precedents may of course be combined with the forms for any other species of property.

(b) This will be the case either where freeholds or leaseholds are settled in trust for sale, or where leaseholds are settled on trusts corresponding with a strict settlement of freeholds.

(c) Where the property is leasehold settled under a strict settlement, for the words in brackets substitute “by the direction hereby testified of the said — as tenant for life of the settled premises, do and each of them doth lease, and the said A. B. leases.”

(d) There is no objection to any other day *preceding* the date of the lease.



preceding the date hereof, for the term of twenty-one years, at the yearly rent of £——, payable by equal quarterly payments, commencing the —— day of —— next.

2. The said ——, for himself (*covenants with the trustees as in Precedent No. 85 or 86*), (31), (32). In witness &c.

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No. 89.

(a) LEASE of a HOUSE by TENANT FOR LIFE under a POWER.

THIS INDENTURE, &c., between (A. B.) of the one part, and —— of the other part, witnesseth as follows :

1. The said A. B., in exercise of his power as tenant for life in possession (under the will, dated, &c. of X. Y.) of the real estate thereby limited in use, leases to the said ——, his executors and administrators the premises described in the first schedule hereto with their appurtenances, from the day preceding the date hereof for the term of twenty-one years, at the yearly rent of £—— payable by equal quarterly payments, commencing the —— day of —— next.

2. The said ——, for himself, his heirs, executors and administrators, covenants with the said A. B., his heirs and assigns (hereinafter called "the lessors"), and also with the person or persons (hereinafter also called "the lessors") who shall for the time being be entitled under the said will to an estate immediately expectant on the determination of the said term, that the said ——, his executors or administrators (hereinafter called "the lessees"), will pay the rent aforesaid (*the rest as in Precedent No. 85 or 86*), (31), (32). In witness, &c.

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(a) See notes on the preceding Precedent.

## No. 90.

LEASE of a HOUSE by DONEES OF A POWER, where there is no  
TENANT FOR LIFE.

THIS INDENTURE, &c., between (A. B.) and (C. D.) of the one part, and — of the other part, witnesseth as follows:

1. The said A. B. and C. D., in exercise of their power under the marriage settlement (dated, &c.) of X. Y., deceased, with —, lease unto the said —, his executors and administrators, the premises described in the first schedule hereto with their appurtenances, from the day preceding the date hereof for the term of — years, at the yearly rent of £—, payable by equal quarterly payments commencing the — day of — next.

2. The said —, for himself, his heirs, executors and administrators, covenants with the said A. B. and C. D., their executors, administrators and assigns (hereinafter called "the lessors"), and also with the person and persons (hereinafter also called "the lessors") who shall, for the time being, be entitled under the said settlement to an estate immediately expectant on the determination of the said term, that the said —, his executors or administrators (hereinafter called "the lessees"), will pay (*the rest as in Precedent No. 85 or 86*), (31), (32). In witness, &c.

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## No. 91.

(a) AGREEMENT for a LEASE of a HOUSE for a TERM exceeding (b)  
THREE YEARS.

AGREEMENT made this — day of —, between (*lessor*) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. agrees to execute, and the said — agrees to accept a lease of the premises described in the first schedule hereto, with their appurtenances, from the — day of — for the term of — years (b), at the yearly rent of £—, payable by equal quarterly payments commencing the — day of —.

2. The said lease shall contain a covenant by the said — with the said L., his executors, administrators and assigns (hereinafter called “the lessors”), that the said —, his executors and administrators (hereinafter called “the lessees”) will pay the rent aforesaid (c) (*the rest as in Precedent No. 85, clause 2, or (if desired) Precedent No. 86, clause 2*).

3. The said lease shall also contain a proviso that the lessors (*the rest as in (31)*), and also a covenant by the said L. that the lessees’ said liabilities being discharged (*the rest as in (32)*).

4. The term “the lessors” may be employed throughout the said lease to designate the said L., his executors, administrators and assigns, and the term “the lessees” to designate the said —, his executors and administrators.

(a) This and the two next Precedents may be applied to any other description of property.

(b) If the term is three years or less, the form in the next Precedent should be employed, and if an *ad valorem* lease stamp is affixed, the agreement will then constitute an actual lease, without the necessity of a deed. Where the term exceeds three years, a *deed* (of course stamped as a lease) is required, and an *agreement* will be insufficient, whatever stamp may be affixed to it, and whether its language amounts to an actual present demise, or (as in the Precedent in the text) points to a future instrument. The agreement, however, will be valid as such, and may be specifically enforced in equity; it will require a 2s. 6d. stamp only, but the landlord will not have the power of distress.

(c) The only safe way is to give these covenants verbatim.

5. The expenses of the said lease shall be defrayed by the said —, and the expenses of the counterpart by the said L.; The expenses of this agreement shall be defrayed by the parties equally. In witness, &c.

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## No. 92.

*(a) AGREEMENT for a THREE YEARS TENANCY of a HOUSE (b)*

AGREEMENT made this — day of —, between (*lessor*) of the one part, and — of the other part, as follows:—

1. The said L. lets, and the said — takes the premises described in the first schedule hereto, with their appurtenances (*c*) from the day preceding the date hereof for the term of three years, at the yearly rent of £— (*d*), payable by equal quarterly payments commencing the — day of — next.

2. The said —, his executors and administrators (hereinafter called “the lessees”), shall defray all outgoings chargeable by law upon the premises, and shall maintain (and at the expiration of the term deliver up) the same in good order and repair (reasonable wear and inevitable accident excepted); shall at the lessee’s cost execute, without notice, such works and at such times as specified in the first part of the second schedule hereto, and also execute all repairs (not within the foregoing exception) which shall be required by written notice from the said L., his executors, administrators and assigns (hereinafter called the lessors”) within three calendar months from such notice being left on the premises; and shall not alter the premises, or assign (or for more than three calendar months together) underlet the same, or use the same for any purpose of trade, manufacture or education, except the taking of three (or fewer) pupils.

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(*a*) This amounts to a lease, and must be stamped as such.

(*b*) It frequently happens that a lease has to be settled by the same person on behalf both of landlord and tenant. The clauses in this Precedent are such as, in such a case, might probably be considered fair to both.

(*c*) The agreement would be invalid as a lease if a *future* day was named.

(*d*) This should include the insurance premiums.

3. The premises shall be insured in £—— in the —— office in the joint names of the lessors and lessees, the monies received from insurance being applied in reinstating the premises, and the rent suspended while the premises shall be uninhabitable through fire.

4. The lessors may twice in the year enter upon and inspect the premises, and may also (if the lessees shall fail in discharging any of their said liabilities) enter upon and repossess the premises as if these presents had not been executed.

5. The lessors will at their own cost execute, within —— weeks from this date, the works specified in the 2nd part of the said 2nd schedule (a). In witness, &c.

#### THE 1st SCHEDULE.

#### THE 2nd SCHEDULE.

##### Part 1.

*Works to be executed by the lessees.*

External painting in two coats of oils :—Once in the term.

Cesspools to be emptied as often as necessary.

##### Part 2.

*(Any present repairs &c. required, may be specified).*

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#### No. 93.

#### AGREEMENT for a YEARLY TENANCY of a HOUSE.

AGREEMENT made this —— day of ——, between (lessor) of the one part, and —— of the other part, as follows :—

1. The said L. lets to the said —— from the day of —— [as yearly tenant] (b), and the said —— takes as such tenant the premises

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(a) The form of this Precedent may be easily applied to an agreement for a tenancy of a farm or other property, *mutatis mutandis*.

(b) If a tenancy for two years certain is desired, substitute the following: "as tenant for a year, and thenceforth as yearly tenant."

described in the schedule hereto, with their appurtenances, at the yearly rent of £——, payable by equal quarterly payments commencing the —— day of —— next.

2. The said —— shall, at the expiration or determination of the tenancy, deliver up the premises in good order and repair, reasonable wear and inevitable accident excepted. In witness, &c.

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No. 94.

AGREEMENT *for letting a* FURNISHED HOUSE.

AGREEMENT made this —— day of ——, between (*lessor*) of the one part, and —— of the other part.

1. The said L. lets, and the said —— takes for the period of —— weeks from the —— day of ——, the house of the said L., at ——, in ——shire, with the stabling, grounds and gardens, and the effects specified in an inventory signed by the said ——, paying for the above period the rent of £——.

2. The said —— is to replace all effects lost, broken, or rendered unfit for use during his occupation, and all windows broken during such occupation.

3. The said —— is to pay the wages of —— servants left in the house, and to defray all outgoings.

4. The said —— may continue the tenancy (subject to the foregoing stipulations) from the expiration of the said period of —— weeks from the further period of ——, paying £—— rent for such further period. In witness, &c.

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## SECT. 7.

## ANNUITY DEEDS.

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(Precedents 95 to 101).

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## No. 95.

BOND to SECURE an ANNUITY for the GRANTOR'S [or GRANTEE'S] LIFE.

I (*vendor*) bind myself, my heirs, executors and administrators to —, his executors, administrators and assigns, for the payment to him and them of £—— (a) Scaled with my seal. Dated &c.

The above written obligation is conditioned to be void in case the above bounden V., his heirs, executors or administrators, shall pay to the above named —, his executors, administrators or assigns during the life of the said V. (b) an annuity of £ —— by equal half-yearly payments commencing the —— day of —— next.

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No. 96.

BOND to SECURE an ANNUITY during the SUCCESSIVE LIVES of the GRANTEE and his WIFE.

I (*vendor*) bind myself, my heirs, executors and administrators, to —, his executors, administrators and assigns, for the payment to him and them of £—— Scaled, &c. Dated, &c.

The above written obligation is conditioned to be void in case the above bounden V., his heirs, executors or administrators, shall pay to the above named —— or his assigns during his life, and after his death to —— his wife (if she shall survive him) or her assigns during her life, an annuity of £—— by equal half-yearly payments commencing the —— day of —— next.

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(a) Double the purchase money.

(b) Or "the said ——," if the annuity is to be during the grantee's life. The words executors or administrators will of course be omitted in this case.

## No. 97.

BOND to SECURE a REPURCHASABLE ANNUITY during the LIFE of  
the GRANTEE.

I (*vendor*) bind myself, my heirs, executors and administrators, to —, his executors, administrators and assigns, for the payment to him and them of £—— Sealed, &c. Dated &c.

The above written obligation is conditioned to be void in either of the after mentioned cases :

1. In case the above bounden V., his heirs, executors or administrators, shall pay to the above named — or his assigns during his life an annuity of £—— by equal half-yearly payments commencing the — day of — next.

2. In case the said V., his heirs, executors or administrators, shall (until the after mentioned repurchase) pay to the said — and his assigns the annuity mentioned in the preceding clause at the times and in manner therein mentioned, and shall (before the — day of —) pay to him or them £—— for the repurchase thereof, with a proportionate part of such annuity from the last half-yearly day of payment up to and including the day of repurchase.

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 No. 98.
GRANT of a Perpetual RENT-CHARGE on FREEHOLDS to Confer  
a COUNTY VOTE.

THIS INDENTURE, &c., between (*vendor*) of the one part, and — of the other part, witnesseth as follows :—

1. The said V. in consideration of £60 paid to him by the said — grants unto the said — and his heirs a yearly rent charge of £2. 10s. payable by equal half-yearly payments (commencing the — day of — next) and charged upon the hereditaments described in the schedule hereto ; And further that the said — his heirs and assigns may recover all arrears (exceeding forty days arrears) of such rent-

charge, and all expenses of recovery by entry and possession or perception of the rents and profits of the premises without impeachment of waste (4)(a). In witness, &c.

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No. 99.

*AGREEMENT for REPURCHASE of the RENT-CHARGE created by the preceding Precedent.*

AGREEMENT made this — day of — between — of the one part, and (*vendor*) of the other part. It is agreed that the rent-charge of £2. 10s. by indenture of even date herewith granted and charged upon certain hereditaments of the said V. at — in — shire therein mentioned shall (during the joint lives of the said — and V., and the period of twenty-one years from the death of either of them) be repurchasable for £60 by the said V. his heirs and assigns, he and they giving one calendar month's written notice to the said —, his heirs and assigns, and paying, at the expiration of such notice or the time of repurchase (if subsequent thereto), all arrears of the rent-charge and a proportionate part of any then current payment thereof (up to and including the day of repurchase), and also paying all expenses of releasing the same rent-charge. In witness, &c.

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No. 100.

*GRANT of an ANNUITY for the GRANTOR'S LIFE, charged on FREEHOLDS and LEASEHOLDS, with power to REPURCHASE.*

THIS INDENTURE, &c., between (*vendor*) of the first part (*purchaser*) of the second part, and — and —, of the third part, witnesseth as follows:—

1. The said V. in consideration of £—— paid to him by the said P., grants unto the said P., his executors and administrators, during

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(a) Substitute "said rent-charge" for "premises."

the life of the said V., a yearly rent-charge of £——, payable by equal half-yearly payments (commencing the —— day of —— next), and charged upon the premises described in the two schedules hereto with their respective appurtenances; And further, that the said P., his executors, administrators and assigns, may recover all arrears (exceeding forty days arrears) of such rent-charge, and all expenses of recovery, by entry and possession or perception of the rents and profits of the respective premises without impeachment of waste.

2. For the consideration aforesaid, the said V. demises unto the said ——, their executors, administrators and assigns, the premises described in the two schedules hereto with their respective appurtenances; As to the 1stly scheduled premises from the day preceding the date hereof for the term of ninety-nine years (if the said V. shall so long live) without impeachment of waste; And as to the 2ndly scheduled premises during the subsisting residue of the term of —— years, created by a lease (dated, &c.,) from X. Y. to the said V., (wanting the last day thereof), or such part of the said term of —— years wanting one day as the said V. shall live; And as to all the premises, Upon trust that the said —— and the survivor of them, his executors or administrators, or their or his assigns, shall receive and pay to the said P., his executors, administrators and assigns, all arrears (exceeding forty days arrears) of the said rent-charge and all expenses as aforesaid, the said arrears and expenses being raised first out of the rents and profits of the respective premises (and in default thereof by mortgage with power of sale), and the surplus rents and profits paid to the said V., his executors, administrators and assigns (57) (a).

4. The said V. for himself, his heirs, executors and administrators, covenants with the said P., his executors, administrators and assigns, and also as a separate covenant with the said ——, their executors, administrators and assigns, that the said V. is entitled to execute this assurance of the respective premises free from incumbrances (*the rest as in (4)*).

5. The said V. for himself, his heirs, executors and administrators, covenants with the said P., his executors and administrators, that the

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(a) Omitting clause 3, and giving the power of appointment to the grantee.

said V., his heirs, executors or administrators, will pay to the said P., his executors, administrators and assigns, such annuity, and at such times as aforesaid, and will also (a) do all acts required for enabling him or them to effect a policy for £—— on the life of the said V. in any office, and on demand reimburse him and them all extraordinary premiums payable for effecting or keeping on foot such policy, and also give him or them three weeks written notice of every circumstance necessitating such payment.

6. Provided that the said annuity shall be repurchasable by the said V. or his assigns for £—— (*the rest as in Precedent No. 99*). In witness, &c.

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No. 101.

GRANT of an ANNUITY for the GRANTEE'S LIFE, charged on FREEHOLDS and LEASEHOLDS, with power to REPURCHASE.

THIS INDENTURE, &c., between (*vendör*) of the first part (*purchaser*) of the second part, and —— and —— of the third part, witnesseth as follows:—

1. The said V. in consideration of £—— paid to him by the said P., grants unto the said P. and his assigns a yearly rent-charge during the life of the said P. of £——, payable by equal half-yearly payments (commencing the —— day of —— next), and charged upon the premises described in the two schedules hereto with their respective appurtenances; And further, that the said P. and his assigns, may recover all arrears (exceeding forty days arrears) of such rent-charge, and all expenses of recovery by entry and possession or perception of the rents and profits of the respective premises without impeachment of waste.

2. For the consideration aforesaid, the said V. demises unto the said ——, their executors, administrators and assigns, the premises described in the two schedules hereto with their respective appur-

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(a) This covenant assumes that the amount of the ordinary premiums will be included in the annuity.

tenances ; As to the 1stly scheduled premises from the day preceeding the date hereof for the term of ninety-nine years (if the said P. shall so long live), without impeachment of waste ; And as to the 2ndly scheduled premises during the subsisting residue of the term of — years created by a lease (dated, &c.) from X. Y. to the said V. (wanting the last day thereof), or such part of the said term of — years wanting one day as the said P. shall live ; And as to all the premises, Upon trust that the said — and the survivor of them, his executors or administrators, or their or his assigns, shall receive and pay to the said P. and his assigns all arrears (exceeding forty days arrears) of the said rent-charge and all expenses as aforesaid, the said arrears and expenses being raised first out of the rents and profits of the respective premises (and in default thereof by mortgage with power of sale), and the surplus rents and profits being paid to the said V., his executors, administrators and assigns (57) (a), (4) (a).

5. The said V. for himself, his heirs, executors and administrators, covenants with the said P., his executors and administrators, that the said V., his heirs, executors or administrators, will pay to the said P. and his assigns such annuity and at such times as aforesaid.

6. Provided that the said annuity shall be repurchasable by the said V., his executors, administrators or assigns, for £ — (*the rest as in Precedent No. 99*). In witness, &c.

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(a) Varied as in the last Precedent.



SECT. 8(*a*).

## RELEASES OF INTEREST, INDEMNITIES ON PURCHASES, AND MISCELLANEOUS INSTRUMENTS.

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(Precedents 102 to 105).

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## No. 102.

EQUITABLE (*b*) RELEASE (*by covenant*) of a RENT-CHARGE, on the SALE of part of the LANDS CHARGED.

THIS INDENTURE (*c*), &c., between (A. B.) of the first part, (C. D.) of the second part, and (E. F.) of the third part, witnesseth as follows:—

For effectuating a conveyance by indenture of even date herewith by the said C. D. to the said E. F. and his heirs, of hereditaments at — in — shire, the said A. B., at the request of the said C. D., for himself, his heirs, executors and administrators, covenants with the said E. F., his heirs and assigns, that the said A. B., his heirs, executors and administrators, will keep the said E. F., his heirs and assigns, indemnified against the yearly rent-charge of £—— to the said A. B. during his life granted by indenture (dated, &c.) and thereby charged (amongst other hereditaments) on the hereditaments expressed to be conveyed by the said indenture of even date herewith, and against all arrears of such rent-charge and the expenses of recovering the same. In witness, &c.

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(*a*) As the forms in this section are mostly of a special character, a few Precedents only are here given. A larger number will be supplied in Vol. II.

(*b*) A *legal* release would extinguish the rent-charge in the whole lands.

(*c*) The covenant might of course be included in the purchase deed, but it will generally be desirable to keep it off the title.

## No. 103.

EQUITABLE (a) RELEASE (*by assignment*) of a RENT-CHARGE, on  
the sale of part of the LANDS CHARGED.

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.) of the second part, (E. F.) of the third part, and (I. K.) and (L. M.) of the fourth part, witnesseth as follows :

For effectuating a conveyance by indenture of even date herewith by the said C. D. to the said E. F. and his heirs, of the hereditaments at — in — shire specified in the schedule hereto with their appurtenances, the said A. B., at the request of the said C. D., assigns unto the said I. K. and L. M., their executors and administrators, the yearly rent-charge of £—— limited in use to the said A. B. during her life by the will (dated, &c.) of her late husband X. Y., and issuing (amongst other real estate thereby limited) out of the said scheduled hereditaments, with all powers under the said will or otherwise for recovering the same ; Upon trust to receive and recover the same (with all expenses of recovery) out of the real estates by the said will limited in use, exclusively of the said scheduled hereditaments ; And subject thereto, in trust for the said A. B. (b) In witness, &c.

## No. 104.

PARTIAL RELEASE of the right of USER of a WELL and PUMP (c)  
(*by indorsement*).

THIS INDENTURE, &c., between the within named (A. B.) of the one part, and the within named (C. D.) of the other part, witnesseth as follows :—

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(a) See note (a) on Precedent No. 102.

(b) It may sometimes be desirable to add (57).

(c) This Precedent may be easily adapted to the release of any other incorporeal hereditament ; it should be indorsed on the deed reserving the right.

The said A. B., in consideration of £—— paid to him by the said C. D., releases unto the said C. D. and his heirs the right of user by the within written indenture reserved to the said A. B. and his heirs, of the well, pump and machinery situate on the land granted by the within written indenture, and therein mentioned (with the incidental rights and powers), so far as relates to the user thereof by the said A. B. or any person or persons claiming under him, in respect of any house or houses to be erected on the land coloured green in the plan drawn in the margin of the within written indenture. Provided that nothing herein contained shall prejudice the right of user of the said well, pump and machinery (with the incidental rights and powers), by the said A. B. or any person claiming under him, in respect of any house now or hereafter standing on the land coloured yellow in the said plan, subject to the stipulations in respect of such user in the within written indenture contained. In witness, &c.

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## No. 105.

*DECLARATION of the TRUSTS of STOCK invested as an Indemnity  
against a Perpetual RENT-CHARGE.*

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.) of the second part, and (I. K.) and (L. M.) of the other part, witnesseth as follows:—

1. It is agreed that the said I. K. and L. M., and the survivor of them, his executors and administrators, and their and his assigns, shall pay the dividends of £—— £3 per cent. Consolidated Bank Annuities (transferred by the said A. B. into the names of the said I. K. and L. M.) as follows, that is to say; During such time as no legal, equitable, or other proceeding shall have been instituted by the rector and churchwardens of the parish of —, in — shire, or any of them, for the recovery of a yearly rent-charge of £—— (claimed to be charged by the will (dated, &c.) upon the hereditaments at —

aforesaid conveyed by the said A. B. to the said C. D. and his heirs by indenture of even date herewith), To the rector and churchwardens for the time being for the said parish; And after any such proceeding shall have been instituted, To the (a) Treasurer of the — for the purposes of that institution (42)(b). In witness, &c.

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(a) See *Christ's Hospital v. Grainger, McNaghten & Gordon*, vol. 1, p. 460.

(b) Omitting clauses 1 and 2.

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END OF PART II.

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## PART III.

### FAMILY CONVEYANCING DRAFTS.

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	Precedents.
Sect. 1. Settlements . . . . .	106 to 121
2. Wills . . . . .	122 to 136
3. Appointments under Powers . . . . .	137 to 154
4. Disentailing Assurances . . . . .	155 to 160
5. Disclaimers and Appointments of Trustees . . . . .	161 to 184
6. Conveyances to Trustees and Donees of Powers; Mortgages to Trustees of Personal Settlements; and Mortgages by Trustees of Terms (under real settlements) for Securing Portions . . . . .	185 to 195
7. Releases and Indemnities . . . . .	196 to 201
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## SECT 1.

## SETTLEMENTS.

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(Precedents 106 to 121).

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## SETTLEMENTS.—PERSONALTY.

## No. 106.

MONEY *in HAND*, WIFE'S PROPERTY. *Reference to the COMMON FORMS (Part 1) for the USUAL TRUSTS (a).*

THIS INDENTURE, &c., between (*husband*) of the 1st part (*intended wife*) (one of the daughters of — spinster) of the 2nd part, and — and — of the 3rd part, witnesseth as follows:—

1. In consideration of an intended marriage between the said H. and W. it is agreed that the said —, their executors, administrators and assigns shall hold the sum of £— placed by the said W. (*b*) (with the consent of the said H.) to the credit of the said — at the Banking House of Messrs. — in — (49) *or if specially instructed* (50); (38), *adding if specially instructed* (39); (42). In witness, &c.

## No. 107.

MONEY *Secured by the HUSBAND'S COVENANT in the SETTLEMENT, (c) with Reference to the COMMON FORMS (Part 1) for the USUAL TRUSTS.*

THIS INDENTURE, &c., between (*husband*) of the 1st part

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(a) See the settlement in Appendix (A.), where these are given at length.

(b) If paid by the husband, or if the money had come to the trustees' hands in any other way, it would of course be so stated.

(c) This will often be found a convenient form where the property to be settled is invested on mortgage, and it is desired to avoid the expense of a separate deed

(*intended wife*) of the 2nd part, and —, —, and — of the 3rd part, witnesseth as follows:—

1. In consideration of an intended marriage between the said H. and W. the said H. for himself, his heirs, executors and administrators covenants with the said —, their executors and administrators that if the said marriage shall be solemnized the said H. his heirs, executors or administrators will pay to the said — or the survivors or survivor of them, his executors or administrators, or their or his assigns £—— with interest after the rate of £—— per cent. per annum on the (a) — day of — next.

2. It is agreed that the said —, their executors, administrators and assigns shall hold the said sum of £—— (49) *or if specially instructed* (50).

3. The said trustees and trustee shall pay the income of the premises, including such interest as aforesaid (b) [and the rents and profits of purchased real estate] to the said H. (*the rest as in* (40), (42) (c)). In witness, &c.

#### No. 108.

MONEY Secured by a POLICY on HUSBAND'S LIFE (d) effected in the TRUSTEES' NAMES, with Reference to the COMMON FORMS (Part 1) for the USUAL TRUSTS.

THIS INDENTURE, &c., between (*husband*) of the 1st part, (*intended wife*) of the 2nd part, and —, —, and — of the 3rd part, witnesseth as follows:—

of assignment. The covenant will be for the amount of the mortgage security, and the performance of it be secured by a deposit of the latter with the trustees. The form may of course be adapted to a covenant by some person other than the husband.

(a) Six months from date.

(b) Omit unless (50) is used.

(c) Adding to the trustees indemnity clause "nor for omitting to call in the said sum of £—— and interest during the life of the said H."

(d) This is the preferable course.

1. In consideration of an intended marriage between the said H. and W. it is agreed that (subject as to bonuses to the subsequent proviso) the said —, their executors, administrators and assigns shall hold the monies ultimately payable on a policy for £— on the life of the said H., effected on the — day of — with the [Law Life] Assurance Society in the names of the said — and numbered —, and also the monies arising from every policy effected under the subsequent powers (49) *or if specially instructed* (50).

2. The said trustees and trustee shall pay the income of the premises (a) [including the rents and profits of purchased real estate] to the said W. if she shall survive (*the rest as in* (40)). Provided that until the extinction under this proviso of the premiums on the said [Law Life] Policy the bonuses thereon shall be applied in reduction of the same premiums upon such terms as shall be arranged with the Society (35), (43). In witness, &c.

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No. 109.

MONEY Secured by a POLICY on HUSBAND'S LIFE assigned to TRUSTEES. *Trusts as in last preceding Precedent.*

THIS INDENTURE, &c., between (*husband*) of the 1st part, (*intended wife*) of the 2nd part, and —, —, and — of the 3rd part, witnesseth as follows:—

1. The said H. in consideration of an intended marriage between him and the said W. assigns unto the said —, their executors and administrators a policy for £— on the life of the said H., effected in his name on the — day of — with the [Law Life] Assurance Society, and numbered —, with all monies ultimately payable thereon (34), (35).

2. Subject as to bonuses to the subsequent proviso it is agreed that the said —, their executors, administrators and assigns shall hold

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(a) Omit these words unless (50) is used.

the monies arising under the said policy, and every policy effected under the subsequent powers (*the rest as in the last preceding Precedent, omitting (35) inserted above*). In witness, &c. (a).

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No. 110.

STOCK in POSSESSION, WIFE'S PROPERTY (b), with Reference to the COMMON FORMS (Part 1) for the USUAL TRUSTS.

THIS INDENTURE, &c., between (*husband*) of the 1st part, (*intended wife*) of the 2nd part, and —, —, and — of the 3rd part, witnesseth as follows :—

1. In consideration of an intended marriage between the said H. and W. it is agreed the said —, their executors, administrators and assigns shall hold £—, £3 per cent. Consolidated Bank Annuities, and £—, £3. 5s. per cent. Bank Annuities transferred by the said W. (with the consent of the said H.) into the names of the said — (36) or if specially instructed (37); (38), adding if specially instructed (39); (42). In witness, &c.

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No. 111.

BOND DEBT and REVERSIONARY INTEREST in STOCK, WIFE'S PROPERTY (c), with Reference to the COMMON FORMS (Part 1) for the usual TRUSTS. (*Variation where the property has been appointed to the wife*).

THIS INDENTURE, &c., between (*husband*) of the first part, (*intended wife*) of the second part, and —, —, and — of the third part, witnesseth as follows :—

- 
- (a) Notice of the assignment should be given to the office.
  - (b) Applicable to any other investments not requiring to be assigned by deed.
  - (c) Applicable to any other investments requiring assignment, excepting mortgage securities, which should always be assigned by a separate deed from the settlement. See the next two Precedents.

1. The said W., in consideration of an intended marriage between her and the said H., and with the consent of the said H., assigns unto the said —, their executors and administrators; Firstly, the bond debt of £—— specified in the schedule hereto, with the arrears future] interest and securities, and with power for the said —, and the survivors and survivor of them, his executors or administrators, or their or his assigns, or their or his substitutes or substitute, in the name or names of the said H. and W., or either of them, to sue for, receive and give receipts for the same premises; and Secondly (subject to the interests therein subsisting under the will, (dated, &c.,) of M. N. in priority to the absolute interest (a) [thereby given to the said W.] ), the Bank Annuities and shares specified in the second schedule hereto (34) (b).

2. The said —, their executors, administrators and assigns, shall hold the premises (36) (c), *or if specially instructed* (37); (38) *adding if specially instructed* (39); (42) (d). In witness, &c.

THE SCHEDULE, &c.

£——, secured with interest at £—— per cent. by the bond dated, &c. of X. Y., of —.

£— £3. per cent. Consolidated Bank Annuities,	{	In names of A. B. and C. D., as ex- ecutors of the said M. N.'s will.
— Great Northern Preference Shares,		

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Nos. 112 and 113.

MORTGAGE DEBT *secured on* FREEHOLDS, WIFE'S PROPERTY;  
*assigned by a DEED separate from the SETTLEMENT (e) with*  
*reference to the COMMON FORMS (Part 1) for the USUAL TRUSTS.*

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(a) If the fact, substitute for these words, "now by virtue of the said will, and of an appointment dated, &c., by X. Y. the father of the said W. vested in the said W."

(b) Adding after assignment "subject as aforesaid."

(c) After "realize the premises," add "(when an interest in possession)."

(d) Adding to the trustees' indemnity clause, "nor for omitting to sue upon the said bond." Notice of the settlement should be given to X. Y., A. B. and C. D.

(e) See note on Precedent No. 111.

## No. 112.

ASSIGNMENT DEED (*to be indorsed on the MORTGAGE*).

THIS INDENTURE, &c., (between the within named (*intended wife*) of the one part, and —, — and — of the other part, witnesseth (*a*) as follows:—

1. The said W., in consideration of £— paid to her by the said — out of their joint monies in discharge of the principal and interest now due on the within written mortgage, assigns unto the said —, their executors and administrators all monies secured by the within written indenture, with power for the said —, and the survivors and survivor of them his executors or administrators, or their or his assigns, or their or his substitutes or substitute, in the name of the said W., to sue for, receive and give receipts for the same monies.

2. For the consideration aforesaid the said W. grants unto the said — and their heirs the premises granted by the within written indenture, subject to the equity of redemption subsisting by virtue thereof (1), (29) (*b*). In witness, &c. (*c*).

## No. 113.

## SETTLEMENT.

THIS INDENTURE, &c., between (*husband*) of the one part, (*intended wife*) of the second part, and —, —, and — of the third part, witnesseth as follows:—

1. In consideration of an intended marriage between the said H. and W., it is agreed that the said —, their executors, administrators and assigns shall hold the mortgage debt of £— (with the

(*a*) Where the security is *leasehold*, the two operative parts may be dispensed with. See Precedent No. 82..

(*b*) Substituting "within written indenture" for "hereby."

(*c*) Notice to be given to the mortgagor.



interest and securities for the same) specified in the schedule hereto and transferred by the said W. (with the consent of the said H.) to the said — (36), or *if specially instructed* (37); (38), *adding if specially instructed* (39); (42) (a). In witness, &c.

THE SCHEDULE, &c.

£—— secured with interest at £—— per cent. per annum by mortgage of hereditaments at —, in —-shire, effected by indenture dated, &c., and expressed to be made between —, &c.

No. 114.

STOCK *in Possession and Money in HAND, (Wife's Property),*  
BOND DEBT (*Husband's Property*), POLICY *on HUSBAND'S LIFE*  
*effected in TRUSTEES' NAMES (b); with reference to the COMMON*  
*FORMS (Part I) for the USUAL TRUSTS.*

THIS INDENTURE, &c., between (*husband*) of the first part, (*intended wife*) of the second part, and —, — and — of the third part, witnesseth as follows:—

1. The said H., in consideration of an intended marriage between him and the said W., assigns unto the said —, their executors and administrators, the bond debt of £—— specified in the schedule hereto, with the interest and securities, and with power for the said —, and the survivors and survivor of them, his executors or administrators, or their or his assigns, or their or his substitutes or substitute, in the name of the said H., to sue for, receive and give receipts for the same premises (34).

(a) Adding to the trustees' indemnity clause, "nor for omitting to enforce any remedies under the said mortgage for the recovery of the principal and interest hereby secured."

(b) This Precedent is given to shew the mode of combining the trusts of different kinds of personal property in settlement, as well as of settling the husband's and wife's property in one deed. But it avoids much intricacy, and is little more expensive, to keep each portion of the property separate; in which case some or other of the preceding forms will probably apply without change.

2. It is agreed that the said —, their executors, administrators and assigns, shall hold the said premises and also the sum of £3 per cent. Consolidated Bank Annuities, transferred by the said W. (with the consent of the said H.) into the names of the said —, and the sum of £—— paid by the said W. (with the like consent) to the said —; And also (subject as to bonuses to the subsequent proviso) the monies ultimately payable on a policy for £—— on the life of the said H., effected on the — day of — with the [Law Life] Assurance Society in the names of the said —, and numbered —, and the monies arising from every policy effected under the subsequent powers (36), *or if specially instructed* (37) (a).

3. The said trustees and trustee shall pay the income of such of the premises as shall arise from the said Bank Annuities, and the said sum of £—— (*the rest as in* (38), *adding, if specially instructed,* (39).

4. The said trustees or trustee shall pay the income of such of the invested premises as shall arise from the said scheduled premises (*the rest as in* 40). (*Proviso for payment of premiums out of income, as in Precedent No. 108,* (43), (b) (35).

5. The said —, their executors, administrators and assigns, shall hold such of the premises as shall arise from the said policy monies and the income thereof, Upon such trusts (other than the trust of income for the said H. during his life) and subject to such clauses and provisos as are herein expressed concerning the investments of the said scheduled premises and the income thereof (41). In witness, &c. (c).

### No. 115.

STOCK on usual TRUSTS, but HUSBAND'S INTEREST determining on ALIENATION.

THIS INDENTURE, &c., between (*husband*) of the first part,

(a) Adding after "monies realized," "and also the said sum of £—— and the said policy monies."

(b) Adding to the trustees' indemnity clause, "nor for omitting to sue upon the said bond."

(c) Notice should be given to the obligor of the bond.

(*intended wife*) of the second part, and — and — of the third part, witnesseth as follows:—

1. In consideration of an intended marriage between the said H. and W., it is agreed that the said —, their executors, administrators and assigns, shall hold £—— £3 per cent. Consolidated Bank Annuities transferred by the said W., with the consent of the said H., into the names of the said — (36).

2. The said trustees or trustee shall pay the income of the trust premises; During the joint lives of the said H. and W. to the said W. for her separate use, and so that no anticipation thereof shall be valid; And after the death of the said W. and during such part of the life of the said H. (if he shall survive her) as he shall have done and suffered nothing whereby the same or any part thereof would (but for this clause) become payable to some other person, to the said H., (applying the same during the residue of his life for the benefit of all or any of the said H. and the children or child of the marriage in such manner and proportions as the said trustees or trustee, whose discretion shall be absolute, shall think fit); And after the death of the said H., to the said W., if she shall survive him, during her life. Subject to the foregoing trusts, the premises shall be held, In trust for such children or child of the marriage and in such manner as the said H. and W. shall by deed, or the survivor shall by deed will or codicil appoint, and so far as the same shall be unappointed, In trust for the children equally (or child, if but one) of the marriage attaining twenty-one years, or (being daughters or a daughter) marrying (but so that no child shall take any unappointed share without bringing his or her appointed share into hotchpot); and on failure of the trusts aforesaid, In trust for the said W. (if she shall survive the said H.), otherwise for such person or persons as she shall, by will or codicil, appoint; and so far as the same shall be unappointed, In trust for such persons as tenants in common (and in such shares), as on the said W.'s death, intestate and unmarried, would have become entitled thereto under the Statutes of Distributions (42). In witness, &c.

# CONVERTED REALTY.

Nos. 116 and 117.

FREEHOLDS (*a*), (*Husband's Property*). CONVEYANCE to TRUSTEES  
by a DEED separate from the SETTLEMENT (*b*), with Reference to  
the COMMON FORMS (*Part 1*) for the USUAL TRUSTS.

No. 116.

SALE DEED (*c*).

THIS INDENTURE, &c., between (*husband*) of the first part, (*intended wife*) of the second part, and —, —, and — of the third part, witnesseth as follows:—

1. In consideration of an intended marriage between the said H. and W., the said H. grants unto the said — and their heirs the hereditaments described in the schedule hereto with their legal or usual appurtenances; To the use of the said — and their heirs (44).

2. The said —, their heirs and assigns, shall hold the said premises (46), (47), or, if specially instructed, (48). In witness, &c.

No. 117.

SETTLEMENT.

THIS INDENTURE, &c., between (*husband*) of the first part,

(*a*) This may easily be adapted to leaseholds, by employing the form in Precedent No. 13, and using (45) instead of (44).

(*b*) This should always be done, and where more than one property is settled there should be separate conveyances (or assignments) for each.

(*c*) The trust for sale (or equitable conversion) should be employed in every

(*intended wife*) of the second part, and —, —, and — of the third part, witnesseth as follows:—

1. In consideration of an intended marriage between the said H. and W., it is agreed that the said —, their heirs, executors, administrators and assigns, shall hold the clear sale monies arising from certain hereditaments of the said H. at —, in — shire, vested in the said — and their heirs by indenture of even date herewith in trust for sale (49), *or, if specially instructed* (50); (40); (42). In witness, &c.

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## REAL SETTLEMENTS.

## No. 118.

FREEHOLDS and LEASEHOLDS for YEARS, HUSBAND'S PROPERTY,  
with Reference to the COMMON FORMS (Part 1) for the USUAL  
LIMITATIONS.

THIS INDENTURE, &c., between (*husband*) of the first part, (*wife*) of the second part, —, —, and — of the third part, and (X. and Y.) of the fourth part, witnesseth as follows:—

1. The said H., in consideration of an intended marriage between him and the said W., grants unto the said — and their heirs the hereditaments described in the first schedule hereto, with their legal or usual appurtenances.

2. For the consideration aforesaid the said H. assigns unto the said —, their executors and administrators, the premises described in the second schedule hereto with their legal or usual appurtenances; As to the premises described in the first part of the same schedule, during the subsisting residue of the term of — years created by a lease (dated, &c.) from — to — and now by mesne assignments and

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case where an ultimate distribution of the property among a class is intended. The sale is merely nominal, the trustees being protected from liability for not selling, and the exercise of the trust restricted during the continuance of the life estates.

operations in the law vested in the said H.; And as to the premises described in the second part, &c. (52) to (55); (41); (56); (57). In witness, &c.

## No. 119.

STRICT SETTLEMENT, *with full CLAUSES and POWERS (a).*

THIS INDENTURE, &c., between (*husband*) of the first part, (*intended wife*) of the second part, —, —, and — of the third part, and (X. and Y.) of the fourth part, witnesseth as follows:—

1. In consideration (*grant of freeholds as in the preceding Precedent*).

2. For the consideration aforesaid, the said H. grants and assigns unto the said —, their executors, administrators and assigns, the premises described in the second and third schedules hereto, with their legal or usual appurtenances; As to the 2ndly scheduled premises, to the use of the said —, their executors and administrators, during the — lives and life for which the same are now (under the indentures of grant or lease mentioned in the same schedule (*b*), and by mesne assignments and operations in the law) vested in the said H.; And as to the 3rdly scheduled premises, during the subsisting residue of the terms respectively created by the leases mentioned in the same schedule (*b*), and now by mesne assignments and operations in the law vested in the said H. (52).

4. The grant of the 1stly scheduled premises shall enure (after the marriage) to the use of the said X. and Y., their executors, administrators and assigns, for the term of 500 years from the — day of

(a) Containing (in addition to the common forms in Part I.) the trusts of a term for securing advancements to younger children, and children of future marriage; powers to jointure and portion children of subsequent marriages; special provisions as to children advanced under the first term; power of mortgaging; and clauses as to renewal of leaseholds for lives.

(b) Where several leasehold properties are assigned by one deed, it is convenient to state the leases in the schedule, which may be worded as follows: "All that (*parcels*) held under lease (dated, &c.) from — to —."



—, Upon trust that they, and the survivor of them his executors or administrators, or their or his assigns, shall during the joint lives of the said (*husband*) and (*intended wife*) raise and pay to the said W., for her separate use, the annual sum of £——, by equal quarterly payments (commencing the —— day of —— next), no anticipation of which by the said W. shall be valid; and subject thereto shall (if the said H. shall by deed, will or codicil so appoint) raise and apply for the benefit of each child of the said H. by the said intended or any future marriage (whether being a minor or not at the execution of this trust) who, if then of full age, and if the said H. were then dead, would be then under the subsequent trusts entitled to a portion under the 1000 years term hereinafter limited, one-fourth (or less) of the portion to which such child would then be so entitled: And after expiration or determination of the said term, to the use of the said H. during his life: And after his death, to the use that the said W. (and if the said H. shall by deed before or after marriage, or by will or codicil so appoint), every other wife of the said H. may receive during her life, in bar of all dower and freebench, a yearly rent-charge (being the said W.) of £—— or otherwise, of £—— payable by equal quarterly payments, commencing at the end of three calendar months from the said H.'s death, and may recover all arrears thereof exceeding forty days arrears, and all expenses of recovery by entry and possession or perception of the rents and profits of the premises: And subject thereto, to the use of the said ——, their executors, administrators and assigns, for the term of 1000 years from the —— day of ——, Upon trust that they and the survivors and survivor of them, his executors or administrators, or their or his assigns, shall receive and pay to the person entitled thereto all arrears (exceeding forty days arrears) of the said rent-charge hereinbefore limited in use and all expenses as aforesaid, and shall also discharge all expenses under these presents; and subject thereto shall execute to the said X. and Y., or the survivor of them, his executors or administrators, upon the attaining twenty-one years by the first child of the said marriage (excepting a tenant in tail male in possession of the premises) who shall attain that age, or upon the death of the said H. (whichever shall last happen) a mortgage by demise with power of sale of the premises for the portion sum of £30,000 (of which £5000 shall not

be called in until more than one child of the marriage (excepting as aforesaid) shall have attained twenty-one years, and a further £5000 shall not be called in until more than two children of the marriage, excepting as aforesaid, shall have attained twenty-one years), with interest on the total portion sum at £4 per cent. per annum; and shall also pay to the said X. and Y., or the survivor of them, his executors or administrators, during the interval which may elapse between the death of the said H. and the execution of the said mortgage, or such part thereof as any child of the marriage (excepting as aforesaid) may be living, a yearly sum equal to what the interest on the said portion sum would amount to if such mortgage were then executed; and subject thereto shall (in case the said H. shall by deed before or after marriage, or by will or codicil so appoint) execute to the said X. and Y., or the survivor of them, his executors or administrators, upon the attaining twenty-one years by the first child of every subsequent marriage of the said H. who shall attain that age, or upon the death of the said H. (whichever shall last happen) a mortgage or further charge, with power of sale for the portion sum of £10,000 (of which £1500 shall not be called in until more than one child of the same marriage shall have attained twenty-one years; and a further £1500 shall not be called in until more than two children of the same marriage have attained twenty-one years), with interest on the total amount thereof after the rate aforesaid; And shall also (in the case aforesaid and subject as aforesaid) pay to the said X. and Y. or the survivor of them, his executors or administrators, during the interval which may elapse between the death of the said H., and the execution of each such mortgage or further charge (or such part thereof as any child of the marriage in respect of which each such portion sum of £10,000 is hereinbefore made chargeable shall be living), a yearly sum equal to what the interest on the same portion sum would amount to if such mortgage or further charge were then executed; It being agreed that (without prejudice to the trusts of the said five hundred years term) no portion sum shall be deemed to be charged under the said 1000 years term, until the period for executing the mortgage or further charge hereinbefore directed to be executed for the same shall have arrived: And after expiration or determination of the said term, to the use of the

first and every other son successively of the said intended marriage, and the heirs male of their respective bodies issuing: And for default of such issue, to the use of the said H. and his heirs. Provided (1) that the sums raiseable under the said 500 years term (other than the said annual sum) shall be raised by mortgage with power of sale, and the last mentioned annual sum, and the arrears and expenses raiseable under the said 1000 years term, shall be raised in the first instance out of the clear rents and profits of the premises, and in default thereof by mortgage with power of sale, the surplus rents and profits being paid to the next reversioner, and the said terms determining when no actual or possible trust thereof shall be subsisting. (2). That during the minority of each son of the marriage who (but for this proviso) would be entitled (*the rest as in clause 2 of (54)*). (3). That the several estates hereinbefore limited (including every such entry, possession, management and perception of rents and profits as aforesaid), shall be without impeachment of waste. (4) That so much of the respective portion sums charged under the said 1000 years term as shall not ultimately become subject to be called in under the trusts thereof: And also (in case the aggregate of any portion sum charged and subject to be called in under the said 1000 years term, and of monies actually raised in respect of the same portion sum under the said five hundred years term, shall, after deducting therefrom all amounts subject in respect of the same portion sum to the operation of the clause next hereinafter considered, exceed the total amount chargeable in any event in respect of the same portion sum under the said 1000 years term, then and in such case) so much of the same portion sum as shall equal the excess aforesaid: And also, so much of the portion sum or share of a portion sum to which each child of the said H. attaining a vested interest under the trusts hereinafter contained would (but for this clause) become entitled, as shall equal the total amount raised for each child under the said 500 years term; Shall be held, Upon the trusts and subject to the clauses and provisos hereinafter expressed concerning the sale monies arising under the subsequent power (a), and so that the interest or yearly

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(a) The clauses providing for younger children's portions are unavoidably difficult however framed. The working of the above clauses, in connection with clause 4,

payment in lieu thereof, or other the income of all amounts falling under the operation of this present proviso, or which if charged or

and assuming the amounts of the portions, &c., to be as there stated, may be illustrated as follows :—

Supposing five *younger* children of the marriage, all under age, whose presumptive portions under the 1000 years term would therefore be (£30,000 =) £6000 a piece. The father exercises his power of advancement under the 500 years term to the full extent, giving the younger children (one-fourth of £6000 =) £1500 a piece, and making the total of advancements (£1500 × 5 =) £7500.

Now supposing,

1st. One child to attain twenty-one, and the other four to die under that age, the charges will stand as follows :—

Total <i>charged</i> under 1000 years term	£30,000
Of this belongs to tenant in tail, by clause (1) of this proviso (the application as sale monies being in effect a gift to the estate)	10,000
Ditto, ditto, by clause (2). For £20,000 charged and subject to be called in, + £7500 advancements — £1500 repaid under clause (3) = £26,000 ∴ the excess above £30,000, the total chargeable, is	00,000
Ditto, ditto, by clause (3)	1,500
Total falling into the estate	11,500
Remains to be raised	£18,500

That is to say, the one child attaining twenty-one will have (including his advancement) £20,000, and the advancements to the four who died will be borne by the estate, the total actually raised (£7500 × £18,500 =) £26,000, being within the limit.

2ndly. If two children attain twenty-one, tenant in tail will have, by clause (1), £5000; by clause (2), nil; (for £25,000 + £7500 — £3000 = £29,500 only); by clause (3), £3000; total falling into the estate, £8000, leaving to be raised £22,000. The two children attaining twenty-one will have (including their advancements) £12,500 a piece, and the advancements will be borne by the estate, the total being within the limit.

3rdly. If three children attain twenty-one, tenant in tail will have, by clause (1), nil; by clause (2), (£30,000 + £7500 — £4500 = £33,000; excess above the limit of £30,000), £3000; by clause (3), £4500; total falling into the estate, £7500, leaving to be raised, £22,500. The three children attaining twenty-one will have (including their advancements) £9000 a piece, the advancements to the two children who died being taken (as they would exceed the limit) out of the shares of the three, which have thus been reduced £1000 a piece.

4thly. If four children attain twenty-one, tenant in tail will have, by clause (1), nil; by clause (2), (£30,000 + £7500 — £6000 = £31,500; excess above the limit of £30,000) £1500; by clause (3), £6000; total falling into the estate, £7500, leaving to be raised as before, £22,500, and giving the four children (including their advancements) £7125 a piece, the advancement to the one who



subject to be called in (as the case may be) under the said 1000 years term, would fall under the operation thereof, shall be held upon the trusts and subject to the clauses and provisoes hereinafter expressed concerning the income of the invested sale monies arising as aforesaid: (5) That (subject always to the operation of the last proviso) the said X. and Y. and the survivor of them, his executors and administrators, shall hold the portion sums charged under the said 1000 years term, and all securities and interest (or yearly sum in lieu of interest) for the same, upon trust that they or he shall either retain or realize the same portion sums (so far as the same shall for the time being be subject to be called in) and the other investments for the time being under the trust, and invest the monies realized in or upon any stocks, funds, shares, or securities, not being Irish or foreign, or the personal security of any person; and shall hold the same premises, as to so much thereof as shall represent the said portion sum of £30,000 (or the amount ultimately subject to be called in respect thereof) and all income thereof, in trust for the children equally or child, if but one of the said marriage, who shall (either before or after the same portion sum shall become charged) attain twenty-one years, excepting any children or child who or whose issue shall (before the same portion sum shall become charged) become entitled to an estate in tail male in possession under the foregoing limitations; and as to so much thereof as shall represent the portion sum charged under the said 1000 years term in respect of every subsequent marriage of the said H. (or the amount ultimately subject to be called in respect thereof) and all income thereof, in trust for the children equally or child, if but one of the said H. by the same marriage, who shall attain twenty-one years: It being further agreed that (subject always to the operation of the last proviso) the said X. and Y. and the survivor of them, his executors or administrators, may raise and apply

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died being taken out of the shares of the four, which have thus been reduced £375 a piece.

5thly. If all five attain twenty-one, tenant in tail will have, by clause (1), nil; by clause (2),  $£30,000 + £7500 - £7500 = £30,000$ , excess above the limit, nil; by clause (3), £7500, leaving to be raised, £22,500, and giving the five children (including their advancements) their full amount of £6000 a piece.

for any minor's benefit, half or less of his or her interest under the trust, and apply the income (including such mortgage interest or yearly sum in lieu thereof as aforesaid) of his or her said interest for his or her maintenance and education (payment to a guardian being deemed such application), accumulating any surplus upon the trusts and with the powers of the principal from which the same proceeded or the income thereof.

5. During the life of the said H., and also during such management as aforesaid, the said —, and the survivors and survivor of them, his executors or administrators, or their or his assigns, may raise money for any of the purposes of these presents (excepting the purchase of land) by mortgage with power of sale of the premises (no mortgagee of which shall be bound to see that the money raised was required for any such purpose), and may also sell the premises, or concur with the owners of other undivided shares therein in partitioning the same, or exchange the same for other hereditaments, with the discretion of absolute owners as to the conditions, mode and time of sales, partitions and exchanges, and with power to execute and rescind agreements for sales, partitions and exchanges, to buy in and resell the premises, to receive and pay money for equality of partition or exchange, and to effectuate every exercise of these powers by revoking by any deed or deeds the uses, trusts, clauses and provisoes herein expressed concerning the same premises (without prejudice to subsisting mortgages and leases), and by the same, or any other deed or deeds, appointing the same premises to such uses, upon such trusts, and subject to such clauses and provisoes as shall be required : It being agreed (1) That the monies arising under these powers (other than the powers of mortgaging) shall be disposed of in the purchase of freehold estates of inheritance (to be settled to the uses, upon the trusts, and subject to the clauses and provisoes subsisting by virtue hereof in the premises comprised in the first schedule hereto) or leaseholds for lives or years, which shall be vested in the said trustees or trustee, their executors, administrators and assigns, upon the trusts and subject to the clauses and provisoes subsisting by virtue hereof in the premises comprised in the second and third schedules hereto respectively ; (2) That until such disposition thereof as aforesaid the monies arising as aforesaid or realized from investments under this trust, shall either be applied as mortgage



monies arising under this power (or in paying off mortgages created under these presents), or invested in or upon any stocks, funds, shares or securities, not being Irish or foreign or the personal security of any person, and so that the said trustees or trustee may either retain or realize every investment thereof, applying the income thereof as if the same had been the rents and profits of purchased hereditaments:

(3) That during the life of the said H. no mortgage, sale, partition or exchange shall be valid unless he shall be a party to and execute the deed (or one of the deeds) by which the same is effectuated, nor shall any disposition, application, investment, or realizing of investments of the monies (including mortgage monies) arising under this power be made during the life of the said H. without his written consent:

(4) That the application of mortgage monies raised under this power in the renewal of leaseholds for lives or years subject to the trusts of these presents, shall not be deemed a purchase of lands within the foregoing exception in reference to such mortgage monies, nor shall such application, (or the repayment under the foregoing clause of mortgage monies raised for that purpose), vary the respective amounts in which the beneficial owners of the same premises are liable to contribute to such renewals.

6. The said H. during his life and after his death, and during such management as aforesaid (*the rest as in clause 2 of (55)*) (41).

7. The said —, their executors, administrators and assigns, shall hold the said secondly and thirdly scheduled premises; Upon trust that they and the survivors and survivor of them, his executors, administrators, or their or his assigns, shall discharge the lessees' liabilities under the respective leases and grants thereof out of the rents and profits, and shall renew the leases or grants ordinarily renewable of the same premises, defraying the expenses of renewal out of the premises benefited, and so as to throw the same on the respective beneficial owners according to the proportions observed by Courts of equity; And, (subject as aforesaid), shall hold the secondly and thirdly scheduled premises, Upon such trusts and subject to such clauses and provisoes as will (without multiplying charges) correspond to the uses, trusts, clauses and provisoes herein expressed concerning the said firstly scheduled premises so far as the rules of law and equity will

permit ; but so that the said thirdly scheduled premises shall not vest absolutely in any son of the said marriage not attaining twenty-one years.

8. Provided also, (1) that the trustees' receipts shall discharge persons paying purchase, mortgage, or other money, or transferring trust property from all liability in regard to the application thereof: (2) That the said II., during his life, and after his death the surviving or continuing trustees or trustee, or the executors or administrators of the last surviving or continuing trustee of the same premises may appoint one or more persons in the place, and with the powers of every original or future trustee who shall die, retire, or be abroad, or refuse or become incapable to act, the premises being on each appointment revested or not at discretion. The vacancies may be supplied either at the same or several times and in any order, and any one or more be left unsupplied ; and every refusing or retiring trustee shall be deemed continuing for the purpose of supplying, if willing, his own or any other then subsisting vacancy: (3) That no trustee of these presents shall be responsible for omitting to renew any lease or grant of the said secondly and thirdly scheduled premises: (4) That every trustee of these presents who shall be a solicitor or attorney [including the said —] shall be entitled to the same remuneration as if he had not been a trustee. In witness, &c.

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Nos. 120 and 121.

POSTNUPTIAL SETTLEMENT of WIFE'S *undivided share in* REAL ESTATE *vested in* TRUSTEES *for sale by a separate DEED.* POWER of APPOINTMENT among GENERAL ISSUE, *eldest son excluded.* *Special hotchpot clause.*

## No. 120.

## SALE DEED.

THIS INDENTURE, &c., between (*husband*) and — his wife of the one part, and — and — of the other part, witnesseth as follows:—

1. For good considerations the said W., with the concurrence (hereby testified) of the said H., grants and disposes of; and the said H. grants unto the said — and their heirs the undivided fourth (or other) share or interest of the said W. or the said H. in her right in the hereditaments described in the schedule hereto, with their legal or usual appurtenances: To the use of the said — and their heirs (46), (47), (44) (a). In witness, &c.

## No. 121.

## SETTLEMENT DEED.

THIS INDENTURE, &c., between (*husband*) and — his wife of the one part, and — and — of the other part, witnesseth as follows:—

1. It is agreed that the said —, their heirs, executors, administrators and assigns, shall hold the clear sale monies arising from the undivided share of the said W. (by indenture of even date herewith vested in the said — and their heirs in trust for sale) in the hereditaments therein mentioned (49).

2. The said trustees or trustee shall pay the income of the premises, (including the clear rents and profits of unsold real estate) to the said H. during his life, and after his death to the said W. (if she shall survive him) during her life. Subject to the foregoing trusts, the premises shall be held, In trust for such issue of the said H. and W.,

(a) Altered from (34).

and in such manner as the said H. and W. shall by deed, or the survivor shall by deed, will or codicil appoint; and so far as the same shall be unappointed, In trust for the children equally or child (if but one) of the said H. and W. attaining twenty-one years, or (being daughters or a daughter) marrying, excepting their eldest son (a) A. B., but so that no child shall take any unappointed share therein without bringing the share (if any) appointed to him or her or his or her issue into hotchpot (42). In witness, &c.

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## SECT. 2.

## WILLS.

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(Precedents 122 to 136).

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### GIFTS NOT IN SETTLEMENT (b).

#### No. 122.

#### *All TESTATOR'S PROPERTY to WIFE.*

I, A. B., of &c., revoke my previous testamentary dispositions, and declare my will to be as follows:—

1. I devise and bequeath my real and personal estate (subject as to trust and mortgage estates to the equities subsisting therein) unto and to the use of my wife, her heirs, executors and administrators.

2. I appoint my wife guardian of my infant children during their respective minorities, and executrix of this my will. In witness, &c.

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(a) The name should be carefully inserted.

(b) Wills exercising powers of appointment will be found under Section 3 of this Part.

## No. 123.

*All TESTATOR'S PROPERTY to WIFE, with LEGACIES to CHILDREN.*

I, A. B., &c., revoke my previous testamentary dispositions, and declare my will to be as follows :—

1. I bequeath to every child of mine who shall be living at or born after my death (or be then dead, leaving issue then living), and who shall attain twenty-one years, or (being a daughter) marry, a legacy of £——, without interest.

2. Subject as aforesaid, I devise and bequeath (*the rest as in the preceding Precedent*). In witness, &c.

## No. 124.

LEGACIES and ANNUITIES to TESTATOR'S BROTHERS and SISTERS.  
*Residue to one BROTHER.*

1. I, A. B., of ——, revoke my previous testamentary dispositions, and declare my will to be as follows :—

1. I bequeath to A. and B. a legacy of £—— a piece.

2. I bequeath to my father during his life an annuity of £200, to my brother X. (if he shall be living at the death of my father, and thenceforth during his life) an annuity of £200, to my mother during her life an annuity of £200, to each of my sisters C. D. and E. who shall be living at the death of my mother, and thenceforth during her life an annuity of £50, to my sister F. (if she shall be living at the death of my mother, and thenceforth during her life) an annuity of £100, the said annuities to be charged exclusively on my real estate, and paid by equal half-yearly payments, and so that the annuity to each of my said sisters shall be paid to her for her separate use, and no anticipation thereof shall be valid.

3. I devise my real estate unto and to the use of my brother Y., his heirs, executors, administrators and assigns; as to trust and

mortgage estates, subject to the equities subsisting therein, and as to all other estates (charged as aforesaid) absolutely.

4. I bequeath the residue of my personal estate to my brother Y., his executors, administrators and assigns absolutely, and appoint him my executor. In witness, &c.

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### No. 125.

SPECIFIC DEVISES *and* BEQUESTS. *Residue to* TESTATOR'S NEPHEW.

I, A. B., &c., revoke my previous testamentary dispositions, and declare my will to be as follows:—

1. I devise and bequeath my real estate in ——shire and ——shire unto and to the use of C., his heirs, executors and administrators absolutely.

2. I bequeath my leasehold premises, No. ——, —— street, in ——, to D., her executors and administrators, for the residue of my term therein, and so that she, her executors and administrators, shall discharge and keep my general estate indemnified against all liability under the lease thereof.

3. I bequeath to V. the sum of £100 (free from legacy duty), to W. my gold watch, to X. all other my trinkets and my plate.

4. I devise and bequeath my real and personal estate, not hereby otherwise disposed of (subject as to trust and mortgage estates to the equities subsisting therein) to my nephew Y., his heirs, executors and administrators, and appoint him my executor. In witness, &c.

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### No. 126.

REALTY *and* PERSONALTY. TRUSTS *of the whole for* SISTER *for* LIFE, *and afterwards for her* ADULT CHILDREN *absolutely.*

I, A. B., &c., revoke my previous testamentary dispositions, and declare my will to be as follows:—

1. I devise and bequeath my real and personal estate unto and to



the use of — and —, their heirs, executors and administrators; Upon trust that they and the survivor of them, his executors or administrators, or their or his assigns, shall pay the income thereof to my sister C. D. during her life, for her separate use, and so that no anticipation thereof shall be valid (with power for my said trustees and trustee to lease, repair and insure against fire any houses or land hereby devised, and to retain in specie all or any leaseholds and of my personal estate); and after my said sister's death, in trust for my nieces — and —, their heirs, executors and administrators, in equal shares (62)(a), (63). In witness, &c.

## GIFTS IN SETTLEMENT.

## No. 127.

PERSONALTY for WIFE and CHILDREN, with Reference to the  
COMMON FORMS (Part 1) for the USUAL TRUSTS.

I, A. B., &c., revoke my previous testamentary dispositions and declare my will to be as follows:—

1. I bequeath to my wife all my personal estate not consisting of money or securities, with a legacy of £—, payable within two weeks from my death.

2. I bequeath my money and securities to — and — (58), or if specially instructed (59); (60), or (61)(b); (62); (63). In witness, &c.

(a) Omitting the clauses for advancement, &c.

(b) As instructed.

## No. 128.

(a) WILL of PERSONALTY; absolute GIFT of CONSOLS to one SON; SETTLEMENT of the same amount on another SON during life, with GIFT over to his CHILDREN, and power to appoint a LIFE INTEREST to a WIFE; residue between the TWO SONS equally.

I, A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows:—

1. I bequeath to my son C. D., £—— £3 per cent. Consolidated Bank Annuities absolutely.

2. I bequeath to —— and ——, their executors, administrators and assigns, £—— like annuities, upon trust that they and the survivor of them, his executors or administrators or their or his assigns, shall either retain or realize the same and the investments under this trust, and invest the monies realized in or upon any stocks, funds, shares, or securities, not being Irish or foreign, or the personal security of any person.

3. The income of the trust premises shall be paid to my son E. F. during his life, and after his death (if he shall by deed either before or after marriage, or by will or codicil so appoint) to any widow of his during her life. Subject to the foregoing trusts, the premises shall be held, In trust for such children and child of my son E. F., in such manner as he shall by deed, will, or codicil appoint; and so far as the same shall be unappointed, In trust for his children equally attaining twenty-one years or (being daughters or a daughter) marrying (but so that no child shall take any unappointed share without bringing his or her appointed share into hotchpot); and on failure of the foregoing trusts, In trust for my said son E. F., his executors and administrators.

4. Provided (1), That the said trustees or trustee may (*the rest as in (62), down to clause 4*).

5. I bequeath all other my personal estate to my said sons C. D. and E. F. equally (63), and clause 5 of (62). In witness, &c.

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(a) This and the next three Precedents are applicable to settlements by will on adult children.

## No. 129.

WILL of PERSONALTY, settling the SHARES of (a) TESTATOR'S DAUGHTERS, so as to give them a GENERAL POWER of APPOINTMENT, and in default of appointment, settling their SHARES on THEMSELVES and their CHILDREN.

I., A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows :—

1. I bequeath my personal estate to — and —, their executors, administrators and assigns (58), (*or, if specially instructed, 59*).

2. The trust premises shall be deemed to consist of as many shares as there shall be children of mine living at my death, and each such child shall be entitled to one share: Provided that, as regards a daughter's share, the term "entitled" shall import that the said trustees or trustee shall hold the same, In trust for such person or persons as she shall by deed, will, or codicil appoint; and so far as the same shall be unappointed, shall hold the same Upon trust during her life to pay the income to her for her separate use (and so that no anticipation thereof shall be valid), and (subject thereto) In trust for her children equally (or child if but one) attaining twenty-one years

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(a) A testator may deal with the shares of his female children in four modes of settlement. 1stly. He may (as in this Precedent) give them an absolute power both over the principal and income, but so that if they do *not* exercise it, neither principal nor income will be in their husband's power, but be secured to themselves or their children. 2ndly. He may tie up the shares to them and their children, but give them a power to give any husband a life estate (see Precedent No. 130). 3rdly. He may tie up the shares similarly, *without* the power of giving a life estate. In both the 2nd and 3rd cases, although the daughters cannot touch the principal, nor (after marriage) the income, yet, while discoverd, they have the power of alienating the income, and, if they choose, may settle it on an intended husband. If it is wished to prevent this, the 4th form (Precedent No. 132) must be employed. Which of the four should be employed depends of course much on individual cases. Where there is no objection to it, the first form is found very convenient, as it enables the daughters (while affording them reasonable protection against involuntary loss by a husband's bankruptcy or insolvency) to give a life estate to an intended husband, to raise any sums required previously to marriage, and to purchase a life annuity of increased amount should they live unmarried.

or (being daughters or a daughter) marrying ; and if there shall be no such child of hers, In trust for my other children or child living at my death, if more than one, equally (62), (63). In witness, &c.

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## No. 130.

*WILL of PERSONALTY settling the SHARES of TESTATOR'S DAUGHTERS on THEMSELVES or their CHILDREN, but with POWER to give a LIFE INTEREST to a SURVIVING HUSBAND.*

I, A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows :—

1. I bequeath my personal estate to — and —, their executors, administrators and assigns (58), *or, if specially instructed* (59).

2. The trust premises shall be deemed to consist of as many shares as there shall be children of mine living at my death, and each such child shall be entitled to one share : Provided that, as regards a daughter's share, the term "entitled" shall import that the said trustees or trustee shall pay the income to her for her separate use during her life (and so that no anticipation thereof shall be valid), and after her death (if she shall by deed so appoint) to her husband, if he shall survive her during his life, and subject to the foregoing trusts shall hold the same share, In trust for such children or child of such daughter, and in such manner as she shall by deed, will, or codicil appoint ; and so far as the same shall be unappointed, In trust for her children equally, or child, if but one, attaining twenty-one years or (being daughters or a daughter) marrying (but so that no child shall take any unappointed share therein without bringing his or her appointed share into hotchpot) ; and if there shall be no such child of hers, In trust for my other children or child living at my death, if more than one, equally (62), (63). In witness, &c.

## No. 131.

WILL of PERSONALTY settling the SHARES of TESTATOR'S DAUGHTERS on THEMSELVES and their CHILDREN, without POWER to give a LIFE ESTATE to a HUSBAND.

I, A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows:—

1. I bequeath my personal estate to — and —, their executors, administrators and assigns (58), *or, if specially instructed* (59).

2. The trust premises shall be deemed to consist of as many shares as there shall be children of mine living at my death, and each such child shall be entitled to one share: Provided that, as regards a daughter's share, the term "entitled" shall import that the said trustees or trustee shall, during her life, pay the income to her for her separate use (and so that no anticipation thereof shall be valid), and subject thereto, shall hold the same share in trust for such children (*the rest as in the last Precedent* (62), (63)). In witness, &c.

## No. 132.

WILL of PERSONALTY settling the SHARES of TESTATOR'S DAUGHTERS on THEMSELVES and their CHILDREN, and so as to prevent ALIENATION of their LIFE INTEREST, even when discoverd.

I, A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows:—

1. I bequeath my personal estate to — and —, their executors, administrators and assigns (58), *or, if specially instructed* (59).

2. The trust premises shall be deemed to consist of as many shares as there shall be children of mine living at my death, and each such child shall be entitled to one share: Provided that, as regards a daughter's share, the term "entitled" shall import that the said trustees or trustee shall pay the income to her during such part or

parts of her life as she shall be discovert, and have done and suffered nothing whereby the same or any part thereof would (but for this clause) become payable to some other person; and in every event of her coverture (not having done or suffered any such thing as aforesaid) shall pay the same income to her for her separate use during such coverture, and so that no anticipation thereof shall be valid; and in the event of her doing or suffering any such thing as aforesaid, shall thenceforth, during the residue of her life, apply the same income for the benefit of all or any of herself and her children or child, in such manner and proportions as the said trustees or trustee (whose discretion shall be absolute) shall think fit; and subject to the foregoing trusts, shall hold the same share, In trust for such children (*the rest as in the last Precedent but one* (62), (63). In witness, &c.

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## No. 133.

CONVERTED REALTY for WIFE and CHILDREN, with Reference to  
the COMMON FORMS (Part 1) for the USUAL TRUSTS.

I, A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows:—

1. I bequeath to my wife all my personal estate (*specific bequest and legacy of £ — as in Precedent No. 127*)

2. I devise my real estate (not hereby otherwise disposed of) unto and to the use of — and —, their heirs, executors, administrators and assigns (64).

3. I bequeath my money and securities for money to the said — and — (58), or, if specially instructed (59); (60), or (61)(a); (62), or, if specially instructed (65); (63). In witness, &c.

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(a) As instructed.



## No. 134.

REAL ESTATE *in SETTLEMENT for WIFE and CHILDREN, with Reference to the COMMON FORMS (Part 1) for the USUAL LIMITATIONS.*

I, A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows :

1. I bequeath to my wife a legacy of £——, payable within two weeks after my death.

2. I devise my real estate (not hereby otherwise disposed of) (66), (67), (68), (41), (69), (70), (63). In witness, &c.

## No. 135.

REAL ESTATE *in strict SETTLEMENT, with full Clauses and POWERS (a).*

I, A. B., of &c., revoke my previous testamentary dispositions and declare my will to be as follows :—

1. I direct that my wife shall be entitled (while she shall live my widow unmarried and maintain without charge such of my unmarried children as shall desire to reside with her) to occupy and enjoy, rent free, my mansion house of ——, near ——, in ——shire, with the stables, outbuildings, grounds and gardens, and the effects comprised in the after mentioned inventory.

2. Subject as to my said mansion house and effects to the foregoing direction, I devise my real estate, not hereby otherwise disposed of,

(a) Including (in addition to the Common Forms in Part I.) the trusts of a term for securing advancements to portionable younger children of testator, and of the successive tenants for life; the trusts of a term for securing portions to testator's younger children; limitations reducing the estates of testator's grandsons born during his life to life estates; provisions as to the advancements out of portions; power of mortgaging; bequest of heirlooms; clauses as to renewable leaseholds; permission to the testator's wife to reside in his mansion house rent free, and other clauses.

to the use that my wife may receive during her life a yearly rent-charge of £——, payable by equal quarterly payments, commencing at the end of three calendar months from my death; and may recover all arrears thereof exceeding forty days' arrears, and all expenses of recovery, by entry and possession, or perception of rents and profits: And subject thereto, to the use of X. and Y., their executors, administrators and assigns, for the term of 500 years from my death, Upon trust that they and the survivor of them, his executors or administrators, or their or his assigns, shall pay to the persons entitled thereto according to their priorities all arrears exceeding forty days' arrears of the rent charges for the time being subsisting under my will, and all expenses attending the recovery thereof; and subject thereto shall raise and apply (if they or he shall think fit), for the benefit of each of my children, and also (if the tenant for life in possession for the time being under the subsequent limitations shall during such tenancy so appoint) for each of my other issue (whether such child or other issue shall be a minor or not at the execution of this trust), who, if then of full age (and as to my issue other than children if no tenant for life in possession were then living), would be then entitled to a portion under the 1000 years term hereinafter limited, one-fourth (or less) of the portion to which such child or other issue would be then entitled: And after expiration or determination of the said term, to the use of —— and ——, their executors, administrators and assigns, for the term of 1000 years from my death, Upon trust that they and the survivors and survivor of them, his executors or administrators, or their or his assigns, shall defray all expenses of their trust, and (subject thereto) shall execute to the said X. and Y., or the survivor of them, his executors or administrators, upon the attaining twenty-one years by the first child of mine (excepting a tenant for life (a) in possession, who shall attain that age or my death (whichever shall last happen) a mortgage by demise with power of sale of my said real estate for the portion sum of £30,000 (of which £5000 shall not be called in until more than one child of mine, excepting as aforesaid,

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(a) This is adapted to a strict settlement where the testator's children take only life estates. Where estates tail are limited to them, the form will of course be varied.

shall have attained twenty-one years), and a further £5000 shall not be called in until more than two children of mine, excepting as aforesaid, have attained twenty-one years, with interest on the total portion sum at £4 per cent. per annum; and shall also (subject as aforesaid) pay to the said X. and Y., or the survivor of them, his executors or administrators, during the interval which may elapse between my death and the execution of the said mortgage, or such part thereof as any child of mine (excepting as aforesaid) may be living a yearly sum equal to what the interest on the said portion sum would amount to if such mortgage were then executed; And (subject thereto) shall upon the attaining twenty-one years by the first child (excepting a tenant for life, or in tail male in possession) of every tenant for life in possession who shall attain that age, or upon the death of such tenant for life (whichever shall last happen) execute to the said X. and Y., or the survivor of them, his executors or administrators (in case such tenant for life shall by deed either before or after becoming entitled in possession, or by will or codicil so appoint) a mortgage or further charge with power of sale for the portion sum of £10,000, of which £1500 shall not be called in until more than one child (excepting as aforesaid) of such tenant for life shall have attained twenty-one years, and a further £1500 shall not be called in until more than two such children (excepting as aforesaid) shall have attained twenty-one years, with interest on the total amount thereof, after the rate aforesaid; and shall also (in the case last aforesaid and subject as aforesaid) pay to the said X. and Y., and the survivor of them, his executors or administrators, during the interval which may elapse between the death of such tenant for life, and the execution of such mortgage or further charge (or such portion thereof as any child (excepting as aforesaid) of the tenant for life in possession, in favour of whose children each such portion sum of £10,000 is hereinbefore made chargeable shall be living), a yearly sum equal to what the interest on the same portion sum would amount to if such mortgage or further charge were then executed; It being my will that (without prejudice to the trusts of the said five hundred years term) no portion sum shall be deemed to be charged under the said £1000 years term, until the period for executing the mortgage or further charge hereinbefore directed to be

executed for the same shall have arrived: And after expiration or determination of the said term, to the use of my son C. during his life, with remainder to the use of each of his sons (born during my life) for the life of such son; and after his decease, to the use of his first and other sons successively in tail male, and so that the elder of my said grandsons and his sons successively, and the heirs male of their respective bodies shall take before the younger of my said grandsons, and his and their sons successively, and the heirs male of their respective bodies; With remainder, to the use of the son and sons of the said C. born after my death successively in tail male, with remainder to the use of my son D. . . (a); With remainder, to the use of each of my sons hereafter to be born during his life, and after his decease, to the use of his first and other sons successively in tail male (and so that the elder of my said afterborn sons and his sons successively, and the heirs male of their respective bodies shall take before the younger of my said afterborn sons and his and their sons successively, and the heirs male of their respective bodies); With a remainder immediately after the estate of each tenant for life in possession, to the use that the widow of each such tenant for life may (if he shall by deed either before or after possession, and either before or after marriage so appoint, and in priority to the portion sum and interest, or yearly sum in lieu thereof (if any) appointed by such tenant for life under the said 1000 years term), receive during her life a rent-charge of £—— payable by equal quarterly payments, commencing at the end of three calendar months from his death, and may recover all arrears thereof (exceeding forty days arrears), and all expenses of recovery by entry and possession, or perception of rents and profits; With remainder, to the use of my heirs. Provided (1), that the sums raiseable under the said five hundred years term (other than arrears interest and expenses), shall be raised by mortgage with power of sale; and that the arrears and expenses raiseable under the said term and the said 1000 years term, shall be raised in the first instance out of the clear rents and profits of the said premises, and in default

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(a) The limitations in favour of C. and his issue will be here repeated verbatim in favour of each other son of the testator living at the date of his will and his issue.



thereof, by mortgage with power of sale, the surplus rents and profits under the said terms being paid to the next reversioner, and the same terms determining when there shall be no actual or possible trust thereof subsisting. (2) That during the minority of every tenant for life or tenant in tail male by purchase, who (but for this proviso), would be entitled in possession, the said —, and the survivors and survivor of them, his executors or administrators or their or his assigns, shall enter upon, manage and receive the rents and profits of the premises, with power during such management to exercise all acts of ownership, and particularly to determine and accept surrenders of tenancies, to fell wood (including underwood) for sale, use, improvement of lands or other wood or ornament, to drain lands, to insure buildings against fire, and (either for the permanent benefit of the said premises or as a source of profit), to execute any works which might be executed by lessees under the subsequent powers; the rents and profits of the premises during such management, after defraying all expenses thereof, being applied (after keeping down mortgage interest and annual charges) for the minor's maintenance and education, to such amount as the said trustees or trustee shall think fit (and so that payment to a guardian shall be deemed such application, and the residue (as well as the monies realized from investments under this clause) either applied as mortgage monies raised under the subsequent power, or invested and accumulated in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person, and so that my said trustees or trustee may either realize such investments and accumulations, or retain the same, In trust for the person during whose minority the same shall have arisen, provided he shall attain twenty-one years, otherwise Upon the trusts and subject to the clauses and provisos herein expressed concerning the sale monies arising under the subsequent power. (3) That the several estates hereinbefore limited (including every such entry, possession, management and perception of profits as hereinbefore mentioned), shall be without impeachment of waste. (4.) That so much of the respective portion sums charged under the said 1000 years term as shall not ultimately become subject to be called in under the trusts thereof; And also (in case the aggregate of any portion sum charged and subject to be called in under the said 1000 years term, and of monies

actually raised in respect of the same portion sum under the said 500 years term, shall (after deducting therefrom all amounts subject in respect of the same portion sum to the operation of the next clause), exceed the total amount chargeable in any event in respect of the same portion sum under the said 1000 years term, then and in such case) so much of the same portion sum as shall equal the excess aforesaid ; And also so much of the portion sum or share of a portion sum to which each child or other issue of mine who shall attain a vested interest under the subsequent trusts would (but for this clause) become entitled, as shall equal the total amount raised for such child under the said 500 years term, Shall be held, Upon the trusts, and subject to the clauses and provisoes hereinafter expressed concerning the sale monies arising under the subsequent power, and so that the interest (or yearly sum payable in lieu thereof) or other the income of all amounts falling under the operation of this proviso (or which, if for the time being charged or subject to be called in under the said 1000 years term, would fall under the operation thereof), shall be held upon the trusts, and subject to the clauses and provisoes hereinafter expressed concerning the income of the invested sale monies aforesaid.

(5) That (subject always to the operation of the last foregoing proviso) the said X. and Y., and the survivor of them, his executors or administrators, shall hold the portion sums charged under the said 1000 years term, and all securities and interest (or yearly sum in lieu of interest) for the same, Upon trust that they or he shall either retain or realize the same portion sums (so far as the same shall for the time being be subject to be called in), and the other investments under this proviso, and invest the monies realized in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person ; and shall hold the same premises, As to so much thereof as shall represent the said portion sum of £30,000 (or the amount ultimately subject to be called in respect thereof), and all investments and income thereof, In trust for my children equally, or child, if but one, who shall be living at or born after my death, or be then dead, leaving issue then living, and who shall (either before or after the said portion sum of £30,000 shall become charged) attain twenty-one years, excepting any children or child who or whose issue shall, before such portion sum shall become charged, become



entitled in possession to an estate for life or in tail male ; And as to so much thereof as shall represent each portion sum appointed under the said 1000 years term by a tenant for life in possession (or the amount ultimately subject to be called in respect thereof), In trust for the children equally, or child, if but one, of such tenant for life who shall (either before or after the same portion sum shall become charged) attain twenty-one years, excepting any children or child who or whose issue shall (before such portion sum shall become charged) become entitled in possession to an estate for life or in tail male : It being further my will that (subject always to the operation of the last foregoing proviso) the said X. and Y., and the survivor of them, his executors or administrators, may raise and apply for any minor's benefit half or less of his or her interest under the trust, and apply the income (including such interest or yearly sum in lieu thereof as aforesaid) of his or her interest for his or her maintenance or education (payment to a guardian being deemed such application), accumulating any surplus upon the trusts, and with the powers of the principal from which the same proceeded, or the income thereof. (6) That the maximum payable quarterly in respect of the rent-charges appointed under the foregoing powers shall be £—, the excess over which of the quarterly total for the time being of rent-charges so appointed shall not be raised or deemed to be subsisting within the meaning of my will, the loss being borne by the rent-charge so appointed according to priority of interest in the person exercising the power. (7) That if at any time the aggregate of portion sums, or parts of portion sums charged and subject to be called in under the said 1000 years term, and of monies actually raised in respect of portions under the said 500 years term, shall (after deducting therefrom all sums then actually subject, under the foregoing provisos, to be held upon the trusts hereinafter expressed concerning the sale monies arising under the subsequent power) amount to £50,000 ; then and in such case no further portion sum, or part of a portion sum, shall be charged, nor any monies raised in respect thereof under the said 1000 years' term and 500 years' term respectively, the loss being borne exclusively by the portion sums or parts of portion sums becoming subject to the operation of this proviso.

3. During the life of every tenant for life in possession, who shall be of full age, and also during such management as aforesaid, the said —, and the survivors and survivor of them, his executors or administrators, or their or his assigns, may raise money for any purposes herein expressed concerning my real or personal estate (excepting the purchase of land) by mortgages with power of sale of the said premises (no mortgagee of which shall be bound to see that the money raised was required for any such purpose), and may also sell the premises, or concur with the owners of other undivided shares therein in partitioning the same, or exchange the same for other hereditaments, with the discretion of absolute owners as to the conditions, mode and time of sales, partitions and exchanges, and with power to execute and rescind agreements for sales, partitions and exchanges, to buy in and resell the premises, to receive and pay money for equality of partition or exchange, and to effectuate every exercise of these powers by revoking by any deed or deeds, the uses, trusts, clauses and provisoes herein expressed concerning the same premises (without prejudice to subsisting mortgages and leases), and by the same or any other deed or deeds appointing the said premises to such uses, upon such trusts, and subject to such clauses and provisoes as shall be required; It being my will (1) That the monies arising under these powers (other than the powers of mortgaging) shall be disposed of in the purchase of freehold estates of inheritance (to be settled to the uses upon the trusts and subject to the clauses and provisoes subsisting in respect of my real estate limited in use) or leaseholds for lives or years which shall be vested in the said trustees or trustee, their executors, administrators and assigns, upon the trusts and subject to the clauses and provisoes herein expressed, and for the time being subsisting in respect of the leasehold premises hereinafter devised. (2) That until such disposition the monies arising as aforesaid, or realized from investments under this trust, shall either be applied as mortgage monies arising under this power (or in paying off charges on the premises), or else invested in or upon any stocks, funds, shares or securities, not being Irish or foreign, or the personal security of any person, and so that my said trustees or trustee may either retain or realize every such investment, applying the income thereof as if the same had been the profits of purchased hereditaments. (3) That

during the life of every tenant for life in possession, who shall be of full age, no mortgage, sale, partition or exchange, shall be valid unless he shall execute the deed (or one of the deeds) by which the same is effectuated, nor shall any disposition, application, investment, or realizing the investments of the monies (including mortgage monies) arising under this power be made during his lifetime without his written consent. (4) That the application of mortgage monies raised under this power in renewals of leaseholds for lives or years, now or hereafter subject to my will, shall not be deemed a purchase of land within the foregoing exception in reference to such mortgage monies, nor shall such application or the repayment under the foregoing clause of mortgage monies raised for that purpose vary the respective amounts in which the beneficial owners of the said premises are liable to contribute to such renewals.

4. Every tenant for life in possession (*the rest as in clause 2 of (68) ; (41) ).*

5. I devise and bequeath my leaseholds for lives or years, and all other my personal estate not hereby otherwise disposed of unto and to the use of the said —, their executors, administrators and assigns ; As to my leasehold premises during the lives and life, terms or term for which the same are respectively holden, and upon trust that the said —, and the survivors and survivor of them, his executors or administrators, or their or his assigns, shall discharge the lessee's liabilities under the respective leases and grants thereof out of the rents and profits, and shall renew the leases or grants ordinarily renewable of the same premises, defraying the fines and expenses of renewal out of the premises benefited, and so as to throw the same on the respective beneficial owners according to the proportions observed by Courts of equity ; And as to all effects in or about my said mansion house at —, and the outbuildings, stables, grounds and gardens thereof, (subject to the foregoing direction in respect thereof) and also (subject to the trusts hereinbefore contained) as to my leasehold premises, Upon such trusts and subject to such clauses and provisos as will (without multiplying charges) correspond to the uses, trusts, clauses and provisos herein expressed concerning my real estate limited in use so far as the rules of law and equity will permit (but so that my leaseholds for years, and my said hereinbefore

specifically bequeathed effects shall not vest absolutely in any tenant in tail male by purchase, not attaining twenty-one years; and that an inventory shall be made of my said last mentioned effects, and a copy thereof signed by the usufructuary for the time being, and retained by my said trustees or trustee); And as to all other my personal estate hereinbefore bequeathed, Upon trust to realize the same and hold the monies realized, with my ready money (after satisfaction of my funeral and testamentary expenses, debts and legacies) Upon the trusts and subject to the clauses and provisoes herein expressed concerning the sale monies arising under the preceding power (63).

7. Provided also (1), that the trustee's receipts shall discharge persons paying purchase mortgage or other money, or transferring trust property from liability in regard to the application thereof. (2) That every tenant for life in possession during his life, and when there shall be no such tenant for life, the surviving or continuing trustees or trustee (or the executors or administrators of the last surviving or continuing trustee) of the same premises, may appoint one or more persons in the place and with the powers of every original or future trustee who shall retire or be abroad, or refuse or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied either at the same time or several times and in any order (and so that any one or more may be left unsupplied), and (if occasioned by the death of an original trustee or trustees) whether such death shall precede mine or not, and every refusing or retiring trustee shall be deemed continuing for the purpose of supplying (if willing) his own or any other then subsisting vacancy. (3) That no trustee shall be responsible for omitting to renew any lease or grant of my leasehold premises, nor for any loss or diminution of value of my effects specifically bequeathed in trust. (4) That every trustee and executor of my will who shall be a solicitor or attorney [including the said —], shall be entitled to the same professional remuneration as if he had not been such trustee or executor. In witness, &c.



## No. 136.

CODICIL APPOINTING a TRUSTEE and EXECUTOR *in the place of one DECEASED (a).*

I, A. B., of, &c., declare this to be a codicil to my will, dated, &c.

1. I appoint C. D. of —, trustee and executor of my said will, in the place of X. Y. deceased, my said will being read as if the name of the said C. D. had been there substituted throughout instead of the name of the said X. Y.

[2. (b). I bequeath to the said C. D., provided he shall act as trustee and executor of my said will, the legacy of — thereby bequeathed to the said X. Y.]

3. In all other respects I confirm my said will. In witness, &c.

## SECT. 3.

## APPOINTMENTS UNDER POWERS.

(Precedents 137 to 154).

## I. APPOINTMENTS UNDER GENERAL POWERS (c).

## No. 137.

WILL of a MARRIED WOMAN *appointing an absolute INTEREST (d) in PERSONALTY to her HUSBAND (with legacies to other persons) under the usual SETTLEMENT POWER, in default of CHILDREN.*

I, —, the wife of (A. B.), formerly —, spinster), in exercise of

(a) Excepting for the simplest purposes (such as that in the text, the bequest of additional legacies, &c.) it is always better to make a new will, and the conciseness of the present forms would obviate the only objection to doing so.

(b) If the will had contained a legacy to the deceased trustee as such, it should be repeated in this form.

(c) For appointments of real estate under the usual limitations in bar of dower and limitations created by a disentailing deed, see Part II. Prec. Nos. 10 and 21.

(d) The life estate to the husband, if he survives, will generally be given by the settlement itself.

my power under my marriage settlement (dated, &c.) with the said A. B., revoke my previous testamentary dispositions, and declare my will to be as follows:—

1. In exercise of my said power I appoint that (on failure of the trusts of the said settlement preceding the trust for me if I should survive my said husband, otherwise for such person or persons as I should by will or codicil appoint), the premises comprised in the settlement shall be held (after paying my funeral and testamentary expenses and debts) ; As to £——, in trust for L. M. ; as to £——, in trust for N. O. ; And as to the residue thereof, in trust for my said husband.

2. I appoint the trustees or trustee of the said settlement at my death executors or executor of my will. In witness, &c.

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No. 138.

*APPOINTMENT on MARRIAGE of a present sum to the APPOINTOR, and a present SUM and LIFE ESTATE to her intended HUSBAND, reserving a POWER of NEW APPOINTMENT to the HUSBAND and WIFE.*

THIS INDENTURE, &c., between (*husband*) of the first part, (*intended wife*) of the second part, and —— and —— of the third part, witnesseth as follows:—

Pursuant to the arrangements on a treaty for marriage between the said H. and W., the said W., in exercise of her power under the will (dated, &c.) of X. Y., and with the consent hereby testified of the said H., appoints that the said ——, and the survivor of them, his executors or administrators, or their or his assigns, shall hold the trust premises comprised in the said will ; As to £——, in trust for the said W., for her separate use ; As to £——, in trust for the said H. ; And as to the residue thereof, Upon such trusts and subject to such clauses and provisoes as the said H. and W. shall by deed appoint, and so far as the same shall be unappointed, Upon the trusts and subject to the clauses and provisoes in the said will expressed, excepting that (in case the said marriage shall take effect) the said



trustees or trustee shall, after the death of the said W., pay the income thereof to the said C. D. (if he shall survive her) during his life. In witness, &c.

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## II. APPOINTMENTS UNDER PARTICULAR POWERS.

### *a.* APPOINTMENTS OF A LIMITED INTEREST.

#### No. 139.

#### APPOINTMENT *on* MARRIAGE *of* a REVERSIONARY LIFE ESTATE *in* PERSONALTY *to an intended* HUSBAND.

I, (A. B.), of —, spinster, in exercise of my power under the will (dated, &c.) of X. Y., appoint that (in case an intended marriage between me and C. D., of —, shall take effect) the trustees or trustee of the said will shall, after my death, pay the income of the trust premises therein comprised to the said C. D., (if he shall survive me) during his life. In witness, &c.

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#### No. 140.

#### WILL *of* a MARRIED WOMAN *appointing* a LIFE ESTATE *in* PERSONALTY *to a* HUSBAND.

I, —, the wife of (A. B.), (formerly —, spinster), in exercise of my power under the will (dated, &c.) of X. Y., appoint that the trustees or trustee of the said will shall pay the income of the trust premises to my said husband (if he shall survive me) during his life. In witness, &c.

## No. 141.

APPOINTMENT *on MARRIAGE of a REVERSIONARY LIFE ESTATE in*  
 PERSONALTY *to an intended WIFE.*

I, (A. B.), in exercise of my power under the will (dated, &c.) of X. Y., appoint that (in case an intended marriage between me and —, of —, spinster, shall take effect) the trustees or trustee of the said will shall, after my death, pay the income of the trust premises therein comprised to the said —, (if she shall survive me) during her life. In witness, &c.

## No. 142.

WILL *of HUSBAND appointing a LIFE ESTATE in PERSONALTY to*  
 WIFE.

I, A. B., &c., revoke my previous testamentary dispositions, and declare my will to be as follows:—

1. In exercise of my power under the will (dated, &c.) of X. Y., I appoint that the trustees or trustee of the said will shall pay the income of the trust premises therein comprised to my wife, (if she shall survive me) during her life.

2. I bequeath (*bequests, powers, and appointment of executors, as in other wills.*) In witness, &c.

## No. 143.

APPOINTMENT *by DEED (a) (either before or after marriage) of a*  
 JOINTURE RENT-CHARGE *to an after taken WIFE.*

I, (A. B.), in exercise of my power under the marriage settlement

(a) The examples in this and the succeeding Precedents of appointments are confined to appointments by *deed* only; those by *will* will be easily framed from the preceding forms.

(dated, &c.) of myself and my late wife —, deceased (formerly — spinster), appoint that (a) [in case an intended marriage between me and C. D. of —, spinster, shall take effect] the grant of the premises comprised in the first schedule thereto shall, after my death (and subject to the uses subsisting under the said settlement in priority to the use thereby limited to me during my life) enure to the use that (a) [the said] C. D., if she shall survive me, may receive during her life, in bar of all dower and freebench, a yearly rent-charge of £—, payable by equal quarterly payments, commencing at the end of three calendar months from my death, and may recover all arrears thereof (exceeding forty days arrears), and all expenses of recovery, by entry and possession or perception of the rents and profits of the premises. In witness, &c.

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No. 144.

APPOINTMENT *by DEED (before or after marriage) by TENANT for LIFE in possession under a WILL, of a JOINTURE RENT-CHARGE to a WIFE.*

I, (A. B.), in exercise of my power under the will (dated, &c.) of X. Y.), as tenant for life in possession of the real estate thereby limited in use, appoint that (b) [in case an intended marriage between me and C. D. of — spinster, shall take effect] the said real estate shall, after my death, and subject to the subsisting limitations under the said will (or any appointment or appointments by virtue thereof), which precede the limitation under which I am entitled as such tenant for life as aforesaid (but in priority to any portion sum and interest, or yearly sum in lieu thereof, now or hereafter appointed by me under the 1000 years term limited by the said will) remain, to the use that (b) [the said] C. D. may, if she shall survive me, receive

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(a) If the appointment is *after marriage*, omit these words; also for the words in brackets below, substitute the words "my present wife."

(b) If the appointment is *after marriage*, the same variations will be required as in the last Precedent.

during her life a rent-charge of £——, payable by equal quarterly payments, commencing at the end of three calendar months from my death, and may recover all arrears thereof (exceeding forty days arrears), and all expenses of recovery by entry and possession or perception of rents and profits of the premises. In witness, &c.

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b. APPOINTMENTS OF AN ABSOLUTE INTEREST.

No. 145.

(a) APPOINTMENT *by DEED by HUSBAND and WIFE (under a PERSONAL SETTLEMENT) of the WHOLE TRUST PROPERTY, among all CHILDREN, in UNEQUAL SHARES.*

We, A. B. and ——, his wife (formerly ——, spinster), in exercise of our power under our marriage settlement (dated, &c.), appoint that the trust premises therein comprised (and which are specified according to their present investments in the schedule hereto) shall, after the death of the survivor of us, be held, As to £1000 in trust for C. D., one of the children of the said marriage; As to £5000 in trust for E. F. and G. H. (two others of such children) equally; And as to the residue, in trust for X. Y., the only other child now living of the said marriage. In witness, &c.

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(a) No Precedent is given of an illusory appointment (which is now valid by statute), as the forms of the present work do not necessitate such; but it would be easily framed from this Precedent by making the sum payable to the children whom it is wished to exclude, one of merely nominal amount.

## No. 146.

APPOINTMENT *by DEED by HUSBAND surviving (under a PERSONAL SETTLEMENT) of the whole TRUST PROPERTY equally among all CHILDREN but one, reserving a POWER of NEW APPOINTMENT.*

I (A. B.), in exercise of my power under my marriage settlement (dated, &c.) with —, deceased, formerly —, spinster, appoint that £——, now representing the trust premises therein comprised and secured by a mortgage (dated &c., and expressed to be made between &c.) shall after my death be held in trust for such children and child of the said marriage, and in such manner as I shall by deed, will, or codicil appoint; and so far as the same shall be unappointed, in trust in equal shares for C. D., E. F. and G. H., who (with X. Y.) are the only children born<sup>(a)</sup> of the said marriage. In witness, &c.

## No. 147.

APPOINTMENT *by DEED by a MARRIED WOMAN (under a POWER in a WILL) of the whole TRUST PROPERTY among all CHILDREN, giving specific parts of the Property to the respective CHILDREN.*

I, A. B., the wife of — (formerly — spinster), in exercise of my power under the will (dated, &c.) of X. Y., appoint that the trust premises therein comprised (and which are specified according to their present investments in the schedule hereto) shall, after my death, be held; As to £—— £3 per cent. Consolidated Bank Annuities in trust for my son C. D.; As to the mortgage debt of £—— mentioned in the schedule, in trust for my son E. F.; And as to the mortgage debt of £—— therein mentioned, in trust in equal shares for my daughters L. M. and N. O., who are my only other children now living. In witness, &c.

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(a) Or "now living."

## No. 148.

APPOINTMENT *by DEED (by Wife surviving) under a MARRIAGE SETTLEMENT (or WILL) of part of the TRUST PROPERTY.*

I, (A. B.) of —, widow (formerly — spinster), in exercise of my power (a) [under my marriage settlement (dated, &c.) with X. Y.] appoint that £—— £3 per cent. Consolidated Bank Annuities (part of £—— like annuities now composing the trust funds comprised therein) shall, after my death, be held in trust for C. D., one of the children of (b) [the said marriage]. In witness, &c.

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## No. 149.

APPOINTMENT *before MARRIAGE by the TENANT for LIFE (under a MARRIAGE SETTLEMENT of REAL ESTATE) of Portions to the CHILDREN of a SECOND MARRIAGE.*

I, A. B., in exercise of my power under my marriage settlement (dated, &c.) with —, deceased (formerly —, spinster), appoint that, in case an intended marriage between me and C. D. shall take effect, the trustees or trustee of the 1000 years term limited by the said settlement, shall (subject to the trusts of the said term preceding my said power) execute to X. and Y. (in the same settlement named) or the survivor of them, his executors or administrators, or the trustees or trustee for the time being of the same premises, upon the attaining twenty-one years by the first child of my marriage with the said C. D., who shall attain that age, or upon my death (whichever shall last happen), a mortgage or further charge with power of sale for the portion sum of £10,000 (of which £1500 shall not be called in until more than one child of my last mentioned marriage shall have attained twenty-one years, and a further £1500 shall not be called in until more than two children of the same marriage shall have attained

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(a) Or "under the will (dated, &c.) of my late husband, X. Y."

(b) Or "my said husband."



twenty-one years), with interest after the rate of £4 per cent. per annum, payable half-yearly, on the total amount of the said portion sum of £10,000; and shall also (subject as aforesaid) pay to the said X. and Y. and the survivor of them, his executors or administrators, half-yearly, during the interval which may elapse between my death and the execution of such mortgage or further charge (or such part thereof as any child of my last mentioned marriage shall be living), a yearly sum equal to what the interest on the same portion sum would amount to if such mortgage or further charge were then executed. In witness, &c.

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No. 150.

APPOINTMENT *after* MARRIAGE *by the* TENANT *for* LIFE (*under a* MARRIAGE SETTLEMENT *of* REAL ESTATE) *of* Portions *to the* CHILDREN *of a* SECOND MARRIAGE.

I, A. B., in exercise of my power under my marriage settlement (dated, &c.) with —, deceased (formerly —, spinster), appoint that the trustees or trustee of the 1000 years term limited by the said settlement, shall (subject to the trusts of the said term preceding my said power) execute to X. and Y. in the same settlement named or the survivor of them, his executors or administrators or the trustees or trustee for the time being of the same premises, upon the attaining twenty-one years by the first child of my marriage with my present wife C. D. who shall attain that age, or upon my death (whichever shall last happen) a mortgage or further charge with power of sale for the portion sum of £10,000 (of which £1500 shall not be called in until more than one child of my last mentioned marriage shall have attained twenty-one years, and a further £1500 shall not be called in until more than two children of the same marriage shall have attained twenty-one years), with interest after the rate of £4 per cent. per annum payable half-yearly on the total amount of the said portion sum of £10,000; and shall also (subject as aforesaid) pay to the said X. and Y. and the survivor of them, his executors or administrators, half-yearly, during the interval which may elapse between my death

and the execution of such mortgage or further charge (or such part thereof as any child of my last mentioned marriage shall be living), a yearly sum equal to what the interest on the same portion sum would amount to, if such mortgage or further charge were then executed. In witness, &c.

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No. 151.

APPOINTMENT *by the* TENANT *for* LIFE, *under a* MARRIAGE SETTLEMENT *of* REAL ESTATE, *of a* SUM *to be raised in advancement of a* CHILD'S PORTION.

I, (A. B.), in exercise of my power under my marriage settlement (dated, &c.) with — (formerly — spinster), appoint that the trustees or trustee of the 500 years term limited by the said settlement, shall raise and apply for the benefit of C. D., one of the children of the said marriage (and who if now of full age and if I were now dead, would now, by virtue of the said settlement, be entitled to a portion under the 1000 years term thereby limited), the sum of £—, being one-fourth of the portion to which the said C. D. would now as such child be entitled. In witness, &c.

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No. 152.

APPOINTMENT *by the* TENANT *for* LIFE (*under a* MARRIAGE SETTLEMENT *of* REAL ESTATE) *of a* Sum *to be raised in advancement of the* PORTION *of a* CHILD *of a* SECOND MARRIAGE.

I, (A. B.), in exercise of my power under my marriage settlement (dated, &c.) with — (formerly spinster), appoint that the trustees or trustee of the 500 years term limited by the said settlement, shall raise and apply for the benefit of C. D., one of my children by my present wife X. Y. (and who if now of full age and if I were now dead, would now, by virtue of the said settlement and of an appointment by me (dated, &c.) under the powers thereof, be entitled to a portion under the 1000 years term by the said settlement limited),

the sum of £——, being one-fourth of the portion to which the said C. D. would now as such child be entitled. In witness, &c.

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## No. 153.

APPOINTMENT *by the* TENANT *for* LIFE (a) (*under a will of* REAL ESTATE) *of* PORTIONS *to his* CHILDREN.

I, (A. B.), in exercise of my power under the will (dated, &c.), of — as tenant for life of the real estate thereby limited in use, appoint that the trustees or trustee of the 1000 years term thereby limited, shall (subject to the trusts of the term preceding my power) upon the attaining twenty-one years by the first child (excepting a tenant (b) [for life or] in tail male in possession) of myself who shall attain that age, or upon my death (whichever shall last happen), execute to X. and Y. in the said will named or the survivor of them, his executors or administrators, or the trustees or trustee for the time being of the same premises a mortgage or further charge with power of sale, for the portion sum of £10,000) of which £1500 shall not be called in until more than one child of mine (excepting as aforesaid) shall have attained twenty-one years, and a further £1500 shall not be called in until more than two such children (excepting as aforesaid) shall have attained twenty-one years), with interest after the rate of £4 per cent. per annum payable half-yearly on the total amount of the said portion sum of £10,000; And shall also (subject as aforesaid) pay to the said X. and Y. and the survivor of them, his executors or administrators, half-yearly, during the interval which may elapse between my death and the execution of such mortgage or further charge (or such portion thereof or any child of mine, excepting as aforesaid shall be living), a yearly sum equal to what the interest

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(a) This power may be exercised by a tenant for life, either before or after becoming entitled in possession, but the appointment will not take effect unless he becomes so entitled.

(b) The words in brackets may be omitted unless the power is exercised by a person to whose children life estates are limited by the will.

on the same portion sum would amount to if such mortgage or further charge were then executed. In witness, &c.

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No. 154.

APPOINTMENT *by the TENANT for LIFE in POSSESSION (a) (under a will of REAL ESTATE) of a Sum in advancement of two CHILDRENS' PORTIONS.*

I, (A. B.), in exercise of my power under the will (dated, &c.,) of —, as tenant for life in possession of the real estate thereby limited in use, appoint that the trustees or trustee of the 500 years term thereby limited, shall raise and apply for the benefit of each of my children C. D. and E. F. (and who if now of full age, and if I were now dead, would now by virtue of the said will and of an appointment by me (dated, &c.,) under the powers thereof, be entitled to portions under the 1000 years term thereby limited), the sum of — being one-fourth of the portion to which each of the said C. D. and E. F., would now as such children be entitled. In witness, &c.

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SECT. 4.

DISENTAILING ASSURANCES.

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(Precedents 155 to 160).

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No. 155.

DEED *in bar of all ESTATES TAIL GENERALLY (b).*

THIS INDENTURE, &c., between (A. B.) of the one part, and — of the other part, witnesseth that the said A. B. grants unto the

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(a) This power is only exercisable by the tenant for life in possession.

(b) Some forms of disentailing assurances on sales will be found in Part II. The disentailing deeds in this Part should all be executed by the grantee to uses.

said — and his heirs, all hereditaments of or to which the said A. B. is now seised or entitled for any estate tail, with their legal or usual appurtenances, to the use of the said A. B. and his heirs. In witness, &c.

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## No. 156.

DISENTAILING DEED *with* PROTECTOR'S *Consent, and* LIMITATION *to the* JOINT APPOINTMENT *(a)* *of the* TENANT *for* LIFE *and* TENANT *in* TAIL, *keeping the* LIFE ESTATE *on foot.*

THIS INDENTURE, &c., between (A. B.) of the first part (C. D.) (eldest son of the said A. B.) of the second part, and — of the third part, witnesseth as follows:—

1. The said C. D. (with the consent hereby testified of the said A. B. as protector of the aftermentioned settlement), grants unto the said — and his heirs the hereditaments by the will (dated, &c.,) of X. Y. limited (subject to certain preceding interests), to the use of the said A. B. during his life without impeachment of waste, with remainder to the use of his first and other sons successively in tail male, with their legal or usual appurtenances; Subject nevertheless to the estates and powers subsisting under the said will in priority to the estate tail of the said C. D.

2. The foregoing grant shall enure, to such uses as the said A. B. and C. D. shall by deed appoint, and so far as the same shall be unappointed, to the use of the said C. D. and his heirs. In witness, &c.

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(a) This is the most convenient form where a resettlement is intended; any portions of the property which it is desired to sell being excepted from the resettlement.



## No. 157.

DISSENTAILING DEED *with* PROTECTOR'S *Consent, and* LIMITATION  
to the JOINT APPOINTMENT of the TENANT for LIFE and  
TENANT in TAIL, the LIFE ESTATE being merged.

THIS INDENTURE, &c., between (A. B.) of the first part (C. D.) (eldest son of the said A. B.), of the second part, and — of the third part, witnesseth as follows:—

1. The said A. B. in respect of his aftermentioned life estate grants, and the said C. D. (with the consent hereby testified of the said A. B. as protector of the aftermentioned settlement), grants unto the said — and his heirs, the hereditaments by the will (dated, &c.,) of X. Y., limited to the use of the said A. B. during his life, with remainder to the use of his first and other sons successively in tail male, with their legal or usual appurtenances.

2. The foregoing grant shall enure, to such uses as the said A. B. and C. D. shall by deed appoint, and, so far as the same shall be unappointed, to the uses upon the trusts and subject to the provisoes and clauses immediately before the execution hereof subsisting under the said will in respect of the real estate thereby limited in use. In witness, &c.

## No. 158.

DISSENTAILING DEED of ESTATES *comprised in a* SPECIFIC ENTAIL  
*where there is no* PROTECTOR.

THIS INDENTURE, &c., between (C. D.) of the one part, and — of the other part, witnesseth as follows:—

1. The said C. D. grants unto the said — and his heirs, the hereditaments by the will (dated, &c.,) of X. Y., limited to the use of A. B., now deceased, during his life, with remainder to the use of his first and other sons successively in tail male (and now vested in posses-



sion in the said C. D. as his eldest son), with their legal or usual appurtenances.

2. The foregoing grant shall enure to the use of the said C. D. and his heirs. In witness, &c.

No. 159.

DISENTAILING DEED of STOCK *with* PROTECTOR'S Consent.

THIS INDENTURE, &c., between (A. B.) of the first part (C. D.) (the eldest son of the said A. B.), of the second part, and —, of the third part, witnesseth as follows:—

1. The said A. B. in respect of his aftermentioned life estate assigns, and the said C. D. (with the consent hereby testified of the said A. B. as protector of the aftermentioned settlement), assigns unto the said —, his executors and administrators, £—— £3 per cent. Consolidated Bank Annuities standing in the names of L. M. and N. O., and representing the clear sale monies of certain hereditaments at —, in — shire, by the will (dated, &c.,) of X. Y., limited to the use of the said A. B. during his life, (with remainder to the use of his first and other sons successively in tail male,) and recently sold by the said L. M. and N. O., as trustees of the said will.

2. The said Bank Annuities shall be held in trust for the said A. B. and C. D. equally as personal estate. In witness, &c.

No. 160.

DISENTAILING DEED of *an* UNDIVIDED SHARE *by a* MARRIED WOMAN (*a*).

THIS INDENTURE, &c., between (A. B.) and (C. D.) his wife,

(*a*) The deed must be acknowledged in the same way as any other assurance of land by a married woman.

(formerly —, spinster), of the one part, and —, of the other part, witnesseth as follows:—

1. The said A. B. grants, and the said C. D. (with his concurrence hereby testified), grants and disposes of unto the said — and his heirs, the undivided third share to which the said C. D. is now (as one of the three daughters of X. Y. deceased, and on failure of issue male of A. B. deceased) entitled in possession of and in the hereditaments by the will (dated, &c.,) of the said X. Y., limited to the use of the said A. B. during his life, with remainder to his first and other sons successively in tail male, with remainder to the daughters of the said X. Y. as tenants in common in tail, with their legal or usual appurtenances.

2. The foregoing grant shall enure to the use of the said A. B. and his heirs. In witness, &c.

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SECT. 5.

DISCLAIMERS AND APPOINTMENTS OF TRUSTEES,  
WITH TRANSFERS OF TRUST PROPERTY.

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(Precedents 161 to 184).

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I. DISCLAIMERS.

No. 161.

DISCLAIMER *under a SETTLEMENT.* (By Indorsement).

These presents witness that I, the within named (A. B.), have never acted in the trusts and powers of the within written Indenture, and that I disclaim all such trusts and powers, and all estate and interest in the premises therein comprised. In witness, &c.

No. 162.

### DISCLAIMER *under a Will.*

These presents witness that I (A. B.) have renounced probate of the will (dated, &c.) of X. Y., and have never acted in the trusts or powers thereof: And that I disclaim all such trusts and powers, and all estates and interests by the said will devised and bequeathed, and the guardianship of the testator's children. In witness, &c.

II. APPOINTMENTS OF TRUSTEES AND TRANSFERS OF THE TRUST PROPERTY (EXCLUSIVELY OF MORTGAGES (a) ):

No. 163.

APPOINTMENT (by writing (b) indorsed on the deed) of a NEW TRUSTEE of a SETTLEMENT of STOCK in the place of one DECEASED.

We, the within named (A. B.), and (C. D.) his wife (formerly —, spinster), in exercise of our power under the within written Indenture appoint (O. P.) trustee thereof in the place and with the powers of the within named (E. F.) who died in the month of —.

(Signed)                    A. B.  
                                     C. D.

(a) The forms for transferring these will be found in *Precedents No. 175 to 184*. If transferred by the deed appointing new trustees, the settlement would be brought on the mortgagor's title, and he might (at the least) require a covenant for its production. In many cases the securities might be safely left outstanding in the old trustees, a power for which is given in the present forms. (See (42), (62), &c.) It will be observed that several of the appointments for which *Precedents* are here given would not be authorized by the forms in ordinary use.

(b) This form may be used whenever the trust funds consist of stock, shares or other property transferable otherwise than by assignment.

## No. 164.

MEMORANDUM of the TRANSFER of the STOCK referred to in the preceding PRECEDENT (to be indorsed on the SETTLEMENT).

MEMORANDUM, that the within settled sum of £——, £3 per cent. Bank Annuities was this —— day of —— transferred into our names.

(Signed) M. N. (surviving trustee).  
O. P.

## No. 165.

APPOINTMENT by Deed by HUSBAND Surviving (under a personal settlement) of two TRUSTEES in the place of two deceased (by indorsement). ASSIGNMENT of the TRUST FUNDS by the EXECUTOR of the Survivor.

THIS INDENTURE, &c., between the within named (A. B.) of the first part (X. Y.) of the second part, and (M. N.) and (O. P.) of the third part, witnesseth as follows:—

1. The said A. B., in exercise of his power under the within written Indenture, as the survivor of himself and his late wife —— (formerly the within named ——, spinster), appoints the said M. N. and O. P. trustees of the within written Indenture in the place and with the powers respectively of the within named (C. D.), who died in the month of ——, and the within named (E. F.) (a) who died in the month of ——.

2. The said X. Y. assigns unto the said M. N. and O. P., their executors and administrators, the bond debt and premises settled (b) by the within written Indenture, and now vested in the said X. Y. as surviving executor of the will (dated, &c.) of the said E. F. (with

(a) The last deceased of the two trustees.

(b) The form for the transfer of other descriptions of personal property will be found in the next Precedent.

power for the said M. N. and O. P., and the survivor of them, his executors or administrators, and their and his assigns, and their and his substitutes and substitute, in the name of the said X. Y., or his executors to recover, receive and give receipts for the same premises); Nevertheless, Upon the trusts and subject to the clauses and provisoes subsisting under the within written Indenture (1). In witness, &c.

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No. 166.

APPOINTMENT *by HUSBAND and WIFE of two TRUSTEES (in the place of one deceased) of a PERSONAL SETTLEMENT, comprising STOCK, legal and equitable CHOSES in ACTION, and MORTGAGE SECURITIES, the latter transferred by a separate Instrument. (By Indorsement).*

THIS INDENTURE, &c. between the within named (A. B.) and — his wife (formerly —, spinster,) of the first part, the within named (C. D.) of the second part, (M. N.) and (O. P.) of the third part, and X. Y. of the fourth part, witnesseth as follows:—

1. The said A. B. and —, in exercise of their power under the within mentioned Indenture, appoint the said M. N. and O. P. trustees thereof in the place and with the powers of the within named E. F., who died in the month of —.

2. The said C. D. assigns unto the said X. Y., his executors and administrators, such of the premises mentioned in the schedule hereto (and now composing the within settled trust premises) as are specified in the two first parts (a) of the schedule, (with power for the said X. Y., his executors, administrators and assigns, and his and their substitute or substitutes, in the name of the said C. D., his executors and administrators, to recover, receive and give receipts for the premises specified in the first part); Nevertheless as to all the premises hereby assigned, Upon trust forthwith to reassign the same to the said C. D., M. N. and O. P., their executors and administrators, upon the

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(a) The first part will comprise the legal choses in action (other than mortgage debts); the second, the equitable choses in action. Few settlements, of course, comprise all the varieties here given.

trusts and subject to the clauses and provisoes subsisting under the within written Indenture (1) (a).

4. It is agreed that the mortgage debts and premises specified in the third part of the said schedule shall be vested in the said C. D., M. N. and O. P., by separate instruments, and that the Bank Annuities, shares and premises specified in the fourth part of the schedule, shall be forthwith transferred into their names; and that the said C. D., M. N. and O. P., their executors, administrators and assigns, shall hold the premises so vested and transferred, Upon the trusts and subject to the clauses and provisoes subsisting under the within written Indenture. In witness, &c.

### The SCHEDULE, &c.

#### 1st Part.

(1) Policy for £—— on the life of the said A. B. in the —— office (dated ——) numbered ——.

(2) £—— secured by the bond (dated, &c.) of ——.

(3) £—— per annum during the life of ——, secured by his bond dated ——.

(4) £—— secured by the covenant in the within written Indenture of the within named ——.

#### 2nd Part.

(1) Sale monies of real estate at ——, in ——shire, devised in trust for sale by the will, dated, &c. of —— (G. H. and I. K. present trustees of the will.)

(2) £—— £3 per cent. Consolidated Bank Annuities in the name of G. H. and I. K. subject to the life interest of —— under the last mentioned will.

#### 3rd Part.

£—— secured with interest at £—— per cent. on freehold hereditaments at ——, in ——shire, by mortgage (dated, &c.) from —— to.——.

£—— secured with interest at £—— per cent. on leasehold

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(a) Covenant by C. D. with X. Y.



premises (No. —, and — in —) by mortgage (dated, &c.) from — to —.

4th Part.

£— £3 per cent. Consolidated Bank Annuities, — Imperial Life Shares.

No. 167.

REASSIGNMENT *by the* PROVISIONAL TRUSTEE *under the preceding Indenture (by Indorsement on the Settlement).*

THIS INDENTURE, &c. between the above named (X. Y.) of the one part, and the above named (C. D.) (M. N.) and (O. P.) of the other part, witnesseth as follows :—

The said X. Y., in execution of the trust reposed in him by the above written Indenture, assigns to the said C. D., M. N. and O. P., their executors and administrators, the premises thereby assigned to the said X. Y. (with power for the said C. D., M. N. and O. P., and the survivors and survivor of them, his executors or administrators, or their or his assigns, as the substitutes or substitute for the said X. Y., to recover, receive and give receipts for the premises specified in the first part of the schedule to the above written Indenture); Nevertheless as to all the premises hereby assigned, Upon the trusts and subject to the clauses and provisos subsisting under the within written Indenture. In witness, &c.

No. 168.

APPOINTMENT (*by Husband*), *under a* REAL SETTLEMENT, *of a* TRUSTEE *in the place of one of the* GENERAL TRUSTEES *of the* SETTLEMENT, *deceased, and another in the place of a* TRUSTEE *of a* TERM *who retirés, the vacancy of a deceased* TRUSTEE *of the* TERM *not being filled up.* (*By Indorsement*).

THIS INDENTURE, &c. between the within named (A. B.) of the

1st part, the within named (C. D.) of the 2nd part, the within named (G. H.) of the 3rd part, (M. N.) of the 4th part, (O. P.) of the 5th part, and (X. Y.) of the 6th part, witnesseth as follows :—

1. The said A. B. in exercise of his power under the within written Indenture appoints the said M. N. a trustee thereof in the place and with the powers of the within named (E. F.) deceased, and the said O. P. a trustee of the within limited term of 500 years in the place and with the powers of the said G. H. who desires to retire from the trust.

2. The said C. D. grants and assigns unto the said X. Y., his executors and administrators the premises described in the three schedules to the within written Indenture (*a*); As to the 1stly scheduled premises, during the subsisting residue of the within limited term of 1000 years; As to the 2ndly scheduled premises, To the use of the said X. Y. his executors and administrators for the lives and life for which the same are now (under the Indentures of grant or lease mentioned in the same schedule and by mesne assignments and operations in the law and ultimately by the death on the — day of — of the said E. F.) vested in the said C. D.; And as to the 3rdly scheduled premises, during the subsisting residue of the terms respectively created by the leases mentioned in the same schedule and now by mesne assignments and operations in the law and ultimately by the death of the said E. F. vested in the said C. D.; And as to all the premises, Upon trust forthwith to reassure the same to the said C. D. and M. N., their executors and administrators during the respective lives and life and terms for which the same are respectively hereby vested in the said X. Y., nevertheless, Upon the trusts and subject to the clauses and provisoes subsisting concerning the same by virtue of the within written Indenture.

3. The said G. H. assigns unto the said O. P. the premises described in the 1st schedule to the within written Indenture, during the subsisting residue of the term of 500 years created by the same Indenture (and now by the death on the — day of — of the within named I. K. solely vested in the said G. H.), Upon the trusts and

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(*a*) If the settlement had comprised personalty, it would of course have been included in this assignment.

subject to the clauses and provisoes subsisting concerning the same under the within written Indenture (1), (1). (a) In witness, &c.

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No. 169.

REASSIGNMENT *by the PROVISIONAL TRUSTEE under the PRECEDING INDENTURE (by Indorsement on the Settlement).*

THIS INDENTURE, &c., between the above named (X. Y.) of the one part, and the above named (C. D.) and (M. N.) of the other part, witnesseth That the said X. Y. in execution of the trust reposed in him by the above written Indenture grants and assigns unto and to the use of the said C. D. and M. N. their executors, administrators and assigns the premises by the above written Indenture granted and assigned to the said X. Y. during the respective lives and life and terms for which the same are respectively thereby vested in the said X. Y.; Nevertheless, Upon the trusts and subject to the clauses and provisoes subsisting concerning the same respective premises by virtue of the within written Indenture. In witness, &c.

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No. 170.

APPOINTMENT *by a MARRIED WOMAN (under a power in a will of PERSONALTY) of a NEW TRUSTEE in the place of one DECEASED, and ANOTHER in the place of one RETIRING.*

THIS INDENTURE, &c., between (C. D.) the wife of (A. B.) (formerly — spinster) of the 1st part, (G. H.) of the 2nd part, and (M. N.) and (O. P.) of the 3rd part, witnesseth as follows:—

1. The said C. D. in exercise of her power under the will (dated &c.) of — appoints the said M. N. and O. P. trustees thereof in the place and with the powers respectively of E. F., who died on the —

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(a) Covenants by C. D. with X. Y., and by G. H. with O. P.

day of — and of the said G. H. who desires to retire from the trust.

2. The said G. H. assigns unto the said M. N. and O. P., their executors and administrators, such of the premises mentioned in the schedule hereto (and now composing the residuary personal estate of the said testator bequeathed in trust by the said will) as are specified in the two (a) first parts of the schedule, with power for the said M. N. and O. P. and the survivor of them, his executors or administrators or their or his assigns and their or his substitutes and substitute in the name of the said G. H., his executors and administrators to recover, receive and give receipts for the premises specified in the 1st part of the schedule; Nevertheless as to all the premises hereby assigned, Upon the trusts and subject to the clauses and provisoes subsisting under the said will.

3. It is agreed that the (b) [mortgage debts and premises specified in the 3rd part of the said schedule shall be vested in the said M. N. and O. P. by separate instruments and that the] Bank Annuities, shares and premises specified in the 4th part of the schedule shall be forthwith transferred into their names; And that the said M. N. and O. P., their executors, administrators and assigns shall hold the premises so vested and transferred, Upon the trusts and subject to the clauses and provisoes subsisting under the said will.

4. The said G. H. grants and assigns unto and to the use of the said M. N. and O. P., their heirs, executors and administrators the trust and mortgage estates of this said testator devised and bequeathed by his said will, subject to the equities subsisting therein (1). In witness, &c.

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(a) See note (a) and schedule to Precedent No. 166. Any mortgage debts *held by the testator himself* (with the interest and securities) should be included in this schedule.

(b) If the trust property comprises no mortgage debts excepting those *held by the testator himself* (which are assigned by clause 4) the words in brackets will be unnecessary.

## No. 171 (a).

APPOINTMENT *by a SURVIVING TRUSTEE (under a Settlement of Personalty) of a TRUSTEE in the place of one DECEASED (By indorsement).*

THIS INDENTURE, &c., between the within named (E. F.) of the 1st part, (M. N.) of the 2nd part, and (X. Y.) of the 3rd part, witnesseth as follows:—

1. The within named (A. B.) having survived his wife C. D. (formerly the within named — spinster) and died on the — day of —, the said E. F. in exercise of his power under the within written Indenture appoints the said M. N. trustee thereof in the place and with the powers of the within named (G. H.) who died on the — day of —.

2. The said E. F. assigns unto the said X. Y., his executors and administrators, the premises described in the schedule hereto (b) Upon trust forthwith to reassign the same to the said E. F. and M. N., their executors and administrators, Upon the trusts and subject to the clauses and provisoes subsisting under the within written Indenture (1). In witness, &c.

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 No. 172.

REASSIGNMENT *by the PROVISIONAL TRUSTEE under the PRECEDING PRECEDENT (By indorsement on the Settlement).*

THIS INDENTURE, &c., between the above named (X. Y.) of the one part, and the above named (E. F.) and (M. N.) of the other

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(a) This and the next form will be easily adapted to the case of real settlements and wills by variations from Precedent No. 170.

(b) If *legal choses in action*, add a power of attorney as in Precedent No. 166. Other descriptions of property may be inserted (if necessary) from the same Precedent.



part, witnesseth that the said X. Y., in execution of the trust reposed in him by the above written Indenture, assigns unto the said E. F. and M. N., their executors and administrators, the premises by the above written Indenture assigned to the said X. Y.; nevertheless Upon the trusts and subject to the clauses and provisoes subsisting under the within written Indenture. In witness, &c.

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Nos. 173 and 174.

APPOINTMENT *by a RETIRING TRUSTEE (under a Settlement of Converted Realty) of one TRUSTEE in his own place, one in the place of another deceased, and one in the place of a DISCLAIM-ING TRUSTEE (a).*

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No. 173.

APPOINTMENT *by DEED (indorsed on the Sale Deed).*

THIS INDENTURE, &c., between the within named (E. F.) of the one part, and (M. N.), (O. P.) and (R. S.) of the other part witnesseth as follows :—

1. The within named (A. B.) having survived his wife C. D. (formerly the within named — spinster) and died in the month of —, the said E. F., in exercise of his power under the within written Indenture appoints the said M. N., O. P. and R. S. trustees thereof in the place and with the powers respectively of the within named (G. H.) who has refused to act in and has disclaimed the trusts of the within written Indenture, the within named I. K. who died in the month of —, and the said E. F. who desires to retire from the trust.

2. The said E. F. grants unto the said M. N., O. P. and R. S. and their heirs the premises expressed to be granted by the within written

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(a) This and the next form will be easily adapted to the case of real settlements and wills by variations from Precedent No. 170.



Indenture, To the use of the said M. N., O. P. and R. S. and their heirs; nevertheless Upon the trusts and subject to the clauses and provisoes expressed in the within written Indenture (1). In witness, &c.

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No. 174.

APPOINTMENT by WRITING (*a*) (*indorsed on the Settlement Deed*).

THE within named (A. B.) having survived his wife C. D. (formerly the within named — spinster) and died on the — day of —, I the within named (E. F.) in exercise of my power under the within written Indenture appoint (M. N.), (O. P.) and (R. S.) trustees thereof in the place and with the powers respectively of the within named G. H. who has refused to act in and has disclaimed the trusts of the within written Indenture, the within named (I. K.) who died in the month of —, and myself who am desirous of retiring from the trust.

Signed. E. F.

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III. TRANSFERS OF MORTGAGES ON APPOINTMENTS OF TRUSTEES.

No. 175.

TRANSFER of MORTGAGE of FREEHOLDS (*by one DEED*) by a continuing TRUSTEE, on the Appointment of a TRUSTEE in the place of one deceased; the MORTGAGOR not joining. By Indorsement on the MORTGAGE DEED (*b*).

THIS INDENTURE, &c., between the within named (A. B.) of

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(a) If the settlement comprises other property besides the sale monies a deed would be necessary, unless the property was such as would pass by transfer without deed.

(b) See note on division II. of this section; care must be taken not to disclose the fact of the settlement by an accidental *indorsement*, or otherwise. The trustees should everywhere be referred to, not as such, but by their names.

the first part, (E. F.) of the second part, and (X. Y.) of the third part, witnesseth as follows :—

1. In consideration of the application by the said E. F., at the request of the said A. B. (out of monies belonging to them on a joint legal and equitable account) of £——, in discharge of the principal and current interest due upon the within written Indenture and now (by the death on the —— day of —— of the within named C. D.) solely vested in the said A. B., he, the said A. B., assigns unto the said X. Y., his executors and administrators, the principal and interest secured by the within written Indenture and all securities for the same, In trust for the said A. B. and E. F., their executors and administrators, as joint tenants (a).

2. For the consideration aforesaid, the said A. B. grants unto the said X. Y. and his heirs the premises expressed to be granted by the within written Indenture, To the use of the said A. B. and E. F. and their heirs, subject to the subsisting equity of redemption under the same Indenture (1), (29) (b). In witness, &c.

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No. 176.

TRANSFER of MORTGAGE of FREEHOLDS (*by one DEED*) *by the retiring and continuing TRUSTEES, on the Appointment of a NEW TRUSTEE in the place of one retiring; MORTGAGOR not joining. By indorsement on the MORTGAGE DEED* (c).

THIS INDENTURE, &c., between the within named (A. B.) (d) of the first part, the within named (C. D.) (e) of the second part, (E. F.) of the third part, and X. Y. of the fourth part, witnesseth as follows :—

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(a) No reassignment need be executed by X. Y. ; the *entire legal* estate remains in A. B. ; the *entire equitable* interest (subject of course to the real ownerships under the settlement, which is kept out of sight) vests in A. B. and E. F. in joint tenancy by the declaration of trust.

(b) Substituting "by the within written Indenture" for "hereby."

(c) See note on Precedent No. 175.

(d) The retiring trustee.

(e) The continuing trustee.

1 In consideration of the application by the said E. F., at the request of the said C. D. (out of monies belonging to them on a joint legal and equitable account) of £ — in discharge of the principal and current interest due on the within written Indenture, the said A. B. and C. D. assign unto the said X. Y., his executors and administrators, the principal and interest secured by the within written Indenture and all securities for the same, In trust for the said C. D. and E. F., their executors and administrators, as joint tenants.

2. The said A. B. empowers the said C. D. and E. F., or either of them, their or either of their executors, administrators, or assigns, and their or any of their substitutes and substitute, in the name or names of the said A. B., his executors or administrators, to recover receive and give receipts for all monies secured by the within written Indenture.

3. For the consideration and purpose aforesaid, the said A. B. and C. D. grant unto the said X. Y. and his heirs the premises expressed to be granted by the within written Indenture, To the use of the said C. D. and E. F. and their heirs, subject to the subsisting equity of redemption under the same Indenture (2), (29) (a). In witness, &c.

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No. 177.

TRANSFER of MORTGAGE of FREEHOLDS and assigned [or demised] LEASEHOLDS by a continuing TRUSTEE on the appointment of a NEW TRUSTEE in the place of one deceased, the MORTGAGOR not joining. (*By Indorsement on the Mortgage*) (b).

THIS INDENTURE, &c., between the within named (A. B.) of the first part, (E. F.) of the second part, and X. Y. of the third part, witnesseth as follows:—

1. In consideration of the application by the said E. F., at the request of the said A. B. (out of monies belonging to them on a joint

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(a) See note (d) on Precedent No. 175.

(b) See note on Precedent No. 175

legal and equitable account) of £—— in discharge of the principal and current interest due on the within written Indenture and now (by the death on the —— day of —— of the within named C. D.) solely vested in the said A. B., the said A. B. assigns unto the said X. Y., his executors and administrators, 1stly, the principal and interest secured by the within written Indenture and all securities for the same; And 2ndly, the premises expressed to be assigned [demised] by the within written Indenture; As to the 1stly mentioned premises absolutely; And as to the 2ndly mentioned premises, during the subsisting residue of the within (a) mentioned term of —— years, and subject to the subsisting equity of redemption under the within written Indenture; And as to all the premises hereby assigned, Upon trust forthwith to reassign the same (b) (subject as regards the 2ndly mentioned premises to such equity and during such term as aforesaid) to the said A. B. and E. F., their executors and administrators (c).

2. (d) For the consideration and purpose aforesaid, the said A. B. grants unto the said X. Y. and his heirs the premises expressed to be granted by the within written Indenture, To the use of the said A. B. and E. F. and their heirs, subject to the subsisting equity of redemption under the same Indenture (1), (29)(a). In witness, &c.

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No. 178.

REASSIGNMENT of the MORTGAGE DEBT and SECURITIES comprised in the preceding Precedent (by Indorsement on the Mortgage).

THIS INDENTURE, &c., between the above named (X. Y.) of the one part and the above named (A. B.) and (E. F.) of the other part,

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(a) If the mortgage was by *demise*, substitute for these words, “of the term of years created by the within written Indenture.”

(b) The leaseholds comprised in the security necessitate a second deed, since the legal estate in them will of course not remain in the assignor as in a chose in action but pass to the provisional trustee.

(c) If the transfer had been by a retiring and continuing trustee a power of attorney would be required as in the last Precedent.

(d) See note (b) on Precedent No. 175.

witnesseth that the said X. Y., in execution of the trust reposed in him by the above written Indenture, assigns unto the said A. B. and E. F., their executors and administrators, the premises by the above written Indenture assigned to the said A. B.; As to the 1stly therein mentioned premises absolutely; And as to the 2ndly therein mentioned premises, during the subsisting residue of the within mentioned term of — years (a), and subject to the subsisting equity of redemption under the within written Indenture. In witness, &c.

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No. 179.

*TRANSFER of MORTGAGE of FREEHOLDS (by one Deed) by a retiring TRUSTEE, on the Appointment of NEW TRUSTEES in the place of himself and one deceased; MORTGAGOR not joining. (By Indorsement on the Mortgage Deed) (b).*

THIS INDENTURE, &c., between the within named (A. B.) of the one part and (c) (E. F.) and (G. H.) of the other part, witnesseth as follows:—

1. The said A. B., in consideration of £—— paid to him by the said E. F. and G. H. (out of monies belonging to them on a joint legal and equitable account) in discharge of the principal and current interest due on the within written Indenture and now (by the death on the — day of — of the within named C. D.) solely vested in the said A. B., assigns unto the said E. F. and G. H., their executors and administrators, the principal and interest secured by the within written Indenture and all securities for the same, with power for the said E. F. and G. H. and the survivor of them, his executors or administrators, or their or his assigns, or their or his substitutes or substitute, in the name or names of the said A. B., his executors and administrators, to recover, receive and give receipts for the same premises.

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(a) See note (c) on the last Precedent.

(b) See note on Precedent No. 175.

(c) The trusts of the settlement being kept out of sight, this form will be applicable either where the forms of the present volume have been used, or in a transfer under the old forms, which would (possibly) involve a double set of deeds as regards other property affected by the trusts of the settlement.



2. For the consideration aforesaid, the said A. B. grants unto the said E. F. and G. H. and their heirs the premises granted by the within written Indenture, subject to the subsisting equity of redemption under the same (1) (a), (29). In witness, &c.

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No. 180.

*TRANSFER of MORTGAGE of FREEHOLDS and LEASEHOLDS by two retiring TRUSTEES, MORTGAGOR not joining. (By Indorsement (b) on the Mortgage).*

THIS INDENTURE, &c., between the within named (A. B.) and (C. D.) of the one part, and (E. F.) and (G. H.) of the other part, witnesseth as follows:—

1. The said A. B. and C. D., in consideration of £—— paid to them by the said E. F. and G. H. (out of monies belonging to them on a joint legal and equitable account) in discharge of the principal and current interest due on the within written Indenture, assign unto the said E. F. and G. H., their executors and administrators, 1stly, the principal and interest secured by the within written Indenture and all securities for the same (with power for the said E. F. and G. H., and the survivor of them, his executors or administrators, or their or his assigns, or their or his substitutes or substitute, in the names or name of the said A. B. and C. D. or either of them, their and either of their executors or administrators, to recover, receive and give receipts for the same premises); and, 2ndly, the premises assigned by the within written Indenture; As to the 1stly mentioned premises absolutely; And as to the 2ndly mentioned premises, during the subsisting residue of the within mentioned term of —— years, and subject to the subsisting equity of redemption under the within written Indenture.

2. For the consideration aforesaid, the said A. B. and C. D. grant unto the said E. F. and G. H. and their heirs, the premises granted

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(a) See note on Precedent No. 175.

(b) See note on Precedent No. 175.



by the within written Indenture, subject to the subsisting equity of redemption under the same (2), (29) (a). In witness, &c.

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No. 181.

TRANSFER of MORTGAGE of FREEHOLDS (*by one Deed*) by a continuing TRUSTEE, on the Appointment of a NEW TRUSTEE in the place of one deceased, MORTGAGOR joining (b). (*By Indorsement on the Mortgage*) (c).

THIS INDENTURE, &c., between the within named (A. B.) of the first part, the within named (*mortgagor*) of the second part, (E. F.) of the third part, and X. Y. of the fourth part, witnesseth as follows :—

1. In consideration of the application by the said E. F., with the concurrence of the said A. B. (out of monies belonging to them on a joint legal and equitable account) and at the request of the said M., of £——, in discharge of the principal and current interest due on the within written Indenture and now (by the death on the —— day of —— of the within named C. D.) solely vested in the said A. B., the said M. (28).

2. For the consideration aforesaid, the said A. B. grants, and the said M. grants and confirms unto the said X. Y. and his heirs the premises expressed to be granted by the within written Indenture, discharged from all monies thereby secured (excepting so far as the same may enure as a protection against any mesne incumbrances), To the use of the said A. B. and E. F. and their heirs (10), (29), (1), (16), (30), (24). In witness, &c.

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(a) See note on Precedent No 175.

(b) This should not be the case where the equity of redemption has been incumbered.

(c) See note on Precedent No. 175.

## No. 182.

TRANSFER of MORTGAGE of FREEHOLDS and assigned or demised LEASEHOLDS (a) *by the retiring and continuing* TRUSTEES, on the APPOINTMENT of a NEW TRUSTEE in the place of one retiring; MORTGAGOR joining. (*By indorsement on the Mortgage*) (b).

THIS INDENTURE, &c., between the within named (A. B.) (c) of the first part, the within named (C. D.) (d) of the second part, the within named (*mortgagor*) of the third part, (E. F.) of the fourth part, and X. Y. of the fifth part, witnesseth as follows:—

1. In consideration of the application by the said E. F., with the concurrence of the said C. D. (out of monies belonging to them on a joint legal and equitable account), and at the request of the said M., of £——, in discharge of the principal and current interest due on the within written Indenture, the said M. (28).

2. For the consideration aforesaid the said A. B. and C. D. grant, and the said M. grants and confirms unto the said X. Y. and his heirs the premises expressed to be granted by the within written Indenture, discharged from all monies thereby secured (excepting so far as the same may enure as a protection against any mesne incumbrances), to the use of the said A. B. and C. D., and their heirs.

3. For the consideration aforesaid the said A. B. and C. D. assign, and the said M. assigns [demises] unto the said X. Y., his executors and administrators, the premises expressed to be assigned [demised] by the (e) within written Indenture, during the subsisting residue of the within mentioned term of —— years, discharged from all monies by the within written Indenture secured (excepting as aforesaid), but subject to the proviso for redemption hereinafter contained, Upon trust forthwith to reassign the same (during such term as aforesaid,

(a) If no leaseholds were comprised in the security only one deed would be required.

(b) See note on Precedent No. 175.

(c) The retiring trustee.

(d) The continuing trustee.

(e) If the mortgage was by demise, “of the term of —— years created by the within written Indenture.”

and so subject as aforesaid), to the said C. D. and E. F., their executors and administrators (13) or (14), (29), (2), (19) or (20), (30), (24). In witness, &c.

## No. 183.

REASSIGNMENT *of the LEASEHOLDS assigned by the last DEED.*

THIS INDENTURE, &c., between the above named (X. Y.) of the one part, and the above named C. D. and E. F. of the other part, witnesseth that the said X. Y., in execution of the trust reposed in him by the above written Indenture, assigns unto the said C. D. and E. F. the premises by the above written Indenture assigned to the said X. Y. during the subsisting residue of the (a) within mentioned term of — years, but subject to the equity of redemption in the within written Indenture contained. In witness, &c.

## No. 184.

TRANSFER *of MORTGAGE of FREEHOLDS and LEASEHOLDS by a RETIRING TRUSTEE, on the appointment of NEW TRUSTEES in the place of HIMSELF and one deceased, the MORTGAGOR joining. (Not by indorsement).*

THIS INDENTURE, &c., between (A. B.) (b) of the first part, (mortgagor) of the second part, and (E. F.) and (G. H.) of the third part, witnesseth as follows:—

1. In consideration of £—— paid by the said E. F. and G. H. (out of monies belonging to them on a joint legal and equitable account), at the request of the said M. to the said A. B., in discharge of the principal and current interest due on a mortgage security for £—— (dated, &c.) from the said M. to the said A. B. and C. D. and now (by

(a) See note (c) on the last Precedent.

(b) The retiring trustee.

the death on the — day of — of the said C. D.) solely vested in the said A. B., he the said M. (28).

2. For the consideration aforesaid the said A. B. grants, and the said M. grants and confirms unto the said E. F. and G. H. and their heirs such of the hereditaments described in the first schedule hereto as were granted by the said mortgage with their legal or usual appurtenances, discharged from all monies thereby secured excepting so far as the same may enure as a protection against any mesne incumbrances.

3. For the consideration aforesaid the said A. B. assigns, and the said M. assigns unto the said E. F. and G. H. and their heirs such of the premises described in the second schedule hereto as were assigned by the said mortgage with their legal or usual appurtenances, (during the subsisting residue of the term of — years created by a lease (dated, &c.) from X. Y. to the said M.), discharged from all monies secured by the said mortgage excepting as aforesaid (14), (29), (1), (20), (30), (24). In witness, &c.

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#### SECT. 6.

CONVEYANCES TO TRUSTEES AND DONEES OF POWERS;  
MORTGAGES TO TRUSTEES OF PERSONAL SETTLEMENTS;  
AND MORTGAGES BY TRUSTEES OF TERMS  
(UNDER REAL SETTLEMENTS) FOR SECURING PORTIONS.

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(Precedents 185 to 195.)

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#### No. 185.

CONVEYANCE of FREEHOLDS by HUSBAND and WIFE to the TRUSTEES (a) of a PERSONAL SETTLEMENT (under a COVENANT to settle the WIFE's after acquired PROPERTY), and DECLARATION of TRUST of STOCK and MORTGAGE SECURITIES transferred to the TRUSTEES under the same COVENANT.

THIS INDENTURE, &c., between (A. B.) and (C. D.) his wife

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(a) The conveyance should be executed by *all* the trustees.

(formerly —, spinster), of the first part (E. F.) of the second part, and (M. N.) and (O. P.) of the third part, witnesseth as follows:—

1. Pursuant to the covenant of the said A. B. and C. D. in their marriage settlement (dated, &c.,) and for vesting in the said M. N. and O. P. as the present trustees thereof the after mentioned premises, (to which the said C. D., or the said A. B. in her right, are or is absolutely entitled under the will (dated, &c.,) of X. Y.), the said A. B. grants, and the said C. D. (with his concurrence hereby testified, and with the privity of the said (E. F.) as executor of the said will), grants and disposes of unto the said M. N. and O. P. and their heirs, the hereditaments described in the first schedule hereto with their legal or usual appurtenances, to the use of the said M. N. and O. P. and their heirs (34).

3. It is agreed that the said M. N. and O. P. their heirs and assigns, shall hold the premises hereby granted (46) (a), (47).

5. It is agreed that the said M. N. and O. P. their heirs, executors, administrators and assigns, shall hold £—— £3 per cent. Consolidated Bank Annuities transferred into their names by the said E. F., and composing (with the after mentioned mortgage debts) the residuary personal estate (after discharging funeral and testamentary expenses, debts and legacies) of the said testator; And also the mortgage debts and securities specified in the second schedule hereto (and which it is intended shall be vested in the said M. N. and O. P., by two indentures of even date herewith) (b); And also the sale monies, rents and profits of the premises hereby granted, Upon such trusts, and subject to such clauses and provisoes as if the same had been investments, money and income, held under the trusts of the said settlement. In witness, &c. (b).

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(a) Stopping at "assurance" in (46) and omitting clause 3 from (47).

(b) These transfers should not disclose the trust but appear to be for a money consideration, inserting the "joint account clause," (*see note on division II. of Section 5, and note on Precedent No. 175*).



## No. 186.

CONVEYANCE *to the* TRUSTEES *(a)* *of a* PERSONAL SETTLEMENT *of*  
 FREEHOLDS *and* LEASEHOLDS *Purchased under a* POWER *of*  
*Investing in the* PURCHASE *of* LAND.

THIS INDENTURE, &c., between (*vendor*) of the first part, (A. B.) and C. D. his wife (formerly —, spinster), of the second part, and — — and — of the third part, witnesseth as follows :—

1. For effectuating a purchase made by the said —, under a power in the marriage settlement (dated, &c.,) of the said A. B. and C. D., and with their consent hereby testified, the said V. in consideration of £— paid to him by the said — (being the clear proceeds of £— £3 per cent. Annuities comprised in the settled premises, and sold by the said —, with such consent and so testified as aforesaid), grants unto the said — and their heirs, the hereditaments described in the first schedule hereto with their legal or usual appurtenances, to the use of the said — and their heirs.

2. For the purpose and consideration aforesaid, the said V. assigns unto the said —, their executors and administrators the premises described in the second schedule hereto, with their legal or usual appurtenances (6).

4. It is agreed that the said —, their heirs, executors, administrators and assigns, shall hold the premises hereby granted and assigned (46) (*b*), (47). In witness, &c.

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(a) The conveyance must be executed by all the trustees.

(b) Stopping at "assurance" in (46), and omitting clause 3 from (47)



No. 187.

CONVEYANCE of FREEHOLDS to the Uses of a WILL devising LAND  
in STRICT SETTLEMENT.

THIS INDENTURE, &c., between (*vendor*), of the first part, (A. B.) of the second part, and —, of the third part, witnesseth as follows:—

1. For effectuating a purchase made by the said —, by virtue of their power under the will (dated, &c.,) of X. Y., and with the consent hereby testified of the said A. B. as tenant for life in possession of the real estate thereby limited in use, the said V. in consideration of £—, paid to him by the said — (being the clear sale monies of certain hereditaments at — in — shire comprised in the said real estate and sold by the said —, under their power in the said will and with such consent as aforesaid), grants unto the said — and their heirs the hereditaments described in the schedule hereto with their legal or usual appurtenances; To the uses, upon the trusts and subject to the clauses and provisoes subsisting by virtue of the said will in the said real estate thereby limited in use (4). In witness, &c.

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No. 188.

MORTGAGE of FREEHOLDS to TRUSTEES of a SETTLEMENT (a).

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and —, — and — of the other part, witnesseth as follows:—

1. In consideration of £— paid to the said M. by the said —, out of monies belonging to them on a legal and equitable joint account the said M. (28).

2. For the consideration aforesaid, the said M. grants unto the

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(a) The form for a *will* will be the same in this and the next two Precedents, the trusts not being disclosed.

said — and their heirs, the hereditaments described in the schedule hereto, with their legal or usual appurtenances (10), (29), (16), (30), (24). In witness, &c.

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## No. 189.

MEMORANDUM *as to the INVESTMENT on the SECURITY mentioned in the preceding PRECEDENT (to be indorsed on the settlement).*

MEMORANDUM. That £—— £3 per cent. Consolidated Bank Annuities (part of the within — settled sum of £—— like Annuities), was on the — day of —, sold by the within named (*trustees*), and the sum of £—— (being the clear proceeds thereof) invested on a mortgage of hereditaments at —, in — shire, dated, &c., and expressed to be made between, &c.; the above mentioned sale and investment being made with the consent (hereby testified) of the undersigned (A. B.) and (C. D.) (a).

Signed.

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## No. 190.

MORTGAGE of DEMISED LEASEHOLDS to TRUSTEES (b).

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and —, — and — of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said —, out of monies belonging to them on a legal and equitable joint account the said M. (28).

2. For the consideration aforesaid the said M. demises unto the said —, their executors and administrators, the premises described in the schedule hereto with their legal or usual appurtenances, during the subsisting residue of the term of — years created by lease

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(a) Tenants for life or other consenting parties.

(b) A similar memorandum to the above should be executed contemporaneously with this and the next Precedent.

(dated, &c.,) from X. Y. to the said M., wanting the last day of such term (11), (29), (17), (30), (24). In witness, &c.

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## No. 191.

## MORTGAGE of FREEHOLDS and assigned LEASEHOLDS to TRUSTEES.

THIS INDENTURE, &c. between (*mortgagor*) of the one part, and — and — of the other part, witnesseth as follows :—

1. In consideration of £— paid to the said M. by the said —, out of monies belonging to them on a legal and equitable joint account of the said M. (28).

2. For the consideration aforesaid the said M. grants unto the said —, and their heirs the hereditaments described in the first schedule hereto, with their legal or usual appurtenances.

3. For the consideration aforesaid the said M. assigns unto the said —, their executors and administrators the premises described in the second schedule hereto with their legal or usual appurtenances, during the subsisting residue of the term of — years created by a lease (dated, &c.) from X. Y. to the said M. (14), (29), (20), (30), (24). In witness, &c.

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## No. 192.

## MORTGAGE by the General TRUSTEES under a REAL SETTLEMENT for Securing the portions of Younger CHILDREN of the MARRIAGE.

THIS INDENTURE, &c. between —, — and —, of the first part, (E. F.) of the second part, and (X.) and (Y.) of the third part, witnesseth as follows :—

1. For securing the portion sum of £—, which has now by virtue of the marriage settlement (dated, &c.) of (A. B.) and (C. D.), formerly —, spinster (and in the events, which have happened, of the death of the said A. B., and the attaining twenty-one years by the said

E. F., the first child of the said marriage other than a tenant in tail male in possession of the settled premises who has attained that age) become charged under the after mentioned term, the said — demises unto the said X. and Y., their executors and administrators, the premises described in the schedule hereto with their legal or usual appurtenances, during the subsisting residue of the 1000 years term by the said settlement limited to the said — (wanting the last day), but subject to the trusts of the said term preceding the trust hereby executed. Provided that if the said —, or any of them, their or any of their executors, administrators or assigns, or any person or persons beneficially entitled under the said settlement shall pay to the said X. and Y., or the survivor of them, his executors or administrators, or their or his assigns, £—— with interest after the rate of £4 per cent. per annum on the — day of — next, the said X. and Y., or the survivor of them, his executors or administrators, or their or his assigns, will surrender the said premises to the said —, their executors, administrators or assigns (2), (24). Provided also, that as regards sold or foreclosed premises the last day of the said 1000 years term shall be held in trust for the person or persons entitled to the subsisting residue of the term hereby created. In witness, &c.

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No. 193.

MORTGAGE *by the General TRUSTEES under a REAL SETTLEMENT for Securing the portions of CHILDREN of a 2nd MARRIAGE of the SETTLOR.*

THIS INDENTURE, &c. between —, — and — of the first part, (E. F.) of the second part, and (X.) and (Y.) of the third part, witnesseth as follows:—

1. For securing the portion sum of £——, which has now by virtue of the marriage settlement (dated, &c.) of (A. B.) and (C. D.), deceased, formerly —, spinster, and of an appointment (dated, &c.) by the said A. B. (and in the events which have happened of the death of the said A. B., and the attaining twenty-one years by the said E. F., the first child of his by his second wife — who has attained that

age) become charged under the after mentioned term, the said — (the rest as in the preceding Precedent). In witness, &c.

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## No. 194.

MORTGAGE *by the General TRUSTEES under a WILL for Securing the portions of the TESTATOR's younger CHILDREN.*

THIS INDENTURE, &c., between —, — and — of the first part, (C. D.) of the second part, and (X.) and (Y.) of the third part, witnesseth as follows :—

1. For securing the portion sum of £—, which has now by virtue of the will (dated, &c.) of M. N., (and in the event which has happened of the attaining twenty-one years by the said C. D., being the first child of the said testator, other than a tenant for life in possession of the real estate limited in use by his said will, who has attained that age) become charged under the after mentioned term, the said — (the rest as in Precedent No. 192). In witness, &c.

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## No. 195.

MORTGAGE *by the General TRUSTEES under a WILL for Securing the portions of the younger CHILDREN of a TENANT for life in possession.*

THIS INDENTURE, &c., between —, — and — of the first part, (C. D.) of the second part, and (X.) and (Y.) of the third part, witnesseth as follows :—

1. For securing the portion sum of £—, which has now by virtue of the will (dated, &c.) of —, M. N., and of an appointment (dated, &c.) by A. B. [then] (a) tenant for life in possession of the real estate thereby limited in use (and in the events which have happened of the death of the said A. B., and the attaining twenty-one years by the

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(a) Or "afterwards" if the fact.

said C. D., his first child other than a tenant [in tail male (a)] in possession of the said real estate who has attained that age) become charged under the after mentioned term, the said — (the rest as in *Precedent* No. 192). In witness, &c.

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SECT. 7.

RELEASES AND INDEMNITIES.

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(Precedents 196 to 201.)

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No. 196.

RELEASE (b) *by* CHILDREN *entitled under a* MARRIAGE SETTLEMENT *of* PERSONALTY *upon the transfer of their Shares.*

THIS INDENTURE, &c., between (A. B.) (C. D.) and E. F. spinster, of the one part, and — and — of the other part, witnesseth as follows :—

In consideration of the respective transfers and payments appearing by the schedule hereto, the said A. B., C. D. and E. F., according to their respective interests under the marriage settlement (dated, &c.) of M. N. and O. P., formerly —, spinster (as the only children of the marriage who attained twenty-one years), release the said —, and each of them, their and each of their heirs, executors and administrators, from the trust premises vested in them by the said settlement and specified in the said schedule, and all income thereof; and also

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(a) Or "for life" if the fact (in a case where life estates have been limited to the testator's grandchildren).

(b) Only a few Precedents are given under this section, the Assurances to which it refers being almost always of a special character. A larger number will be added in Vol 2.



from all liability for the acts or omissions appearing by the same schedule in relation to the said respective premises. In witness, &c.

THE SCHEDULE, &c. (a).

3rd April, 18 .—The above mentioned settlement, comprising

(1) £—— Consols transferred into names of ——.

(2) £—— bond debt assigned to them by the settlement.

17th Jan. 18 .—Sale of £—— Consols (produced £ A.), leaving  
£—— Consols on the trust.

(Same date).—Investment of said £ A. on security of freehold hereditaments at ——, in ——shire, effected by mortgage of this date.

11th Feb. 18 .—Death of O. P.

9th Oct. 18 .—Said bond debt paid off and invested in purchase of  
—— South Devon Railway Shares.

14th July, 18 .—Said shares sold (produced £ B.)

(Same date).—Said £ B. invested on security of leasehold premises, &c.

19th March, 18 .—Death of M. N.

(Same date).—The income of all the trust property up to this date paid to O. P. and (after her death) to M. N.

17th Jan. 18 .—£—— interest accrued due on the said £ A. mortgage paid to A. B., C. D. and E. F. equally, making £—— a piece.

(Date of release).—Said £ X. Consols transferred to A. B., C. D. and E. F, making £—— Consols a piece.

(Ditto).—Said £ A. and £ B. mortgages transferred to A. B., C. D. and E. F. by two Indentures of this date.

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(a) The transactions here mentioned are given as a specimen of the mode of statement in a schedule of this kind; but the dealings with a trust property will of course be described as they actually occurred.

## No. 197.

*RELEASE to the TRUSTEES (a) of a WILL of PERSONALTY and converted REALTY by TENANT for LIFE and his CHILDREN, putting an end to the TRUST (b).*

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.) and (E. F.) of the second part, and — of the third part, witnesseth as follows (c) :—

In consideration of the respective transfers, payments and assurances appearing by the schedule hereto, the said A. B., in respect of his life interest under the will (dated, &c.) of X. Y., doth ; And the said C. D. and E. F., according to their respective interests under the same will (as the only children of the said A. B. who have attained twenty-one years), do release the said —, and each of them, their and each of their heirs, executors and administrators, as well from the said testator's real estate devised in trust for sale, and the sale monies and unsold portions thereof as from his residuary personal estate, and all rents, profits and income thereof respectively ; and also from all liability in respect of the executorship of the said will (the accounts of which have been carefully perused and signed by the said A. B., C. D. and E. F.), or of the acts or omissions appearing by the same schedule in relation to the said respective premises. In witness, &c.

## THE SCHEDULE, &amp;c. (c).

## 1st Part.

As to the residuary personal estate of the above named X. Y.

(a) A release to executors (where they are not also trustees or where there is no trust) is unnecessary except in special cases. It is ordinarily quite sufficient for the residuary legatees to sign the executor's account, which may of course include more items of payment than the residuary account furnished to Somerset House.

(b) Where a transaction of this kind involves any benefit to a parent it must be well considered in reference to the doctrines of equity on the subject of parental influence. The employment of a separate solicitor for the children will generally be a sufficient protection.

(c) See note (a) on the preceding Precedent.

9th May, 18 —.—Executorship accounts made up on this date. The residuary estate consists of ———.

(1) £ A. secured on mortgage, dated, &c., of freehold hereditaments, &c.

(2) £ B. ditto ditto of leasehold premises, &c.

(3) £ ——— Consols (a).

### 2nd Part.

As to the real estate of the above named X. Y.

5th Oct. 18 —.— ——— farm in parishes of ——— and ——— sold, produced £ C.

Said £ C. invested in purchase of ——— Imperial Fire Shares.

N. B. The rest of this estate remains unsold.

### 3rd Part.

As to both estates.

(Date of Release).—All income up to this date (from the said 9th May, 18 —) paid to the said A. B.

(Ditto).—Said Consols and Fire Shares transferred to joint names of A. B., C. D. and E. F.

(Ditto).—Said £ A. and £ B. mortgages transferred to A. B., C. D. and E. F., by two Indentures.

(Ditto).—The unsold real estate conveyed to uses in favour of A. B., C. D. and E. F., by Indenture of even date herewith.

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Nos. 198 and 199.

RELEASE *and* INDEMNITY to the surviving TRUSTEE of a MARRIAGE SETTLEMENT by tenant for LIFE and his CHILDREN, one being a MARRIED WOMAN whose Share is settled in Reversion.

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(a) Any subsequent change of investment would of course be specified.

(a) No. 198.

## RELEASE.

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.), (E. F.) and (G. H.) spinster, of the second part; (I. K.) and (L. M.) his wife, of the third part; and — of the fourth part, witnesseth as follows :—

In consideration of such transfer as in the schedule hereto mentioned of the mortgage debt of £1720 therein mentioned, the said A. B., in respect of his life estate under his marriage settlement (dated, &c.) with X. Y. deceased, formerly —, spinster, doth; And each of the said G. H. and L. M., in respect of £300 of the said mortgage debt by a deed poll of even date herewith appointed to her by the said A. B. (under his power in the said settlement), as one of the children of the said marriage, doth; And the said I. K. as to the sum of £300 so appointed to his said wife, doth; And each of the said C. D. and E. F., in respect of £1120 by the said deed poll appointed to them in equal shares as the only other children living of the said marriage, doth release the said —, his heirs, executors and administrators, and also the estate of O. P. deceased, from the trust premises by the said settlement vested in the said — and O. P., and specified in the said schedule, and all income thereof; and also from all acts or omissions appearing by the same schedule in relation to the same respective premises. In witness, &c.

## THE SCHEDULE, &amp;c.

7th Oct. 18 .—£2000 paid by A. B. (pursuant to his covenant in the said settlement) to — and O. P., and invested in purchase of £2367. 5s. 10d. Consols.

19th Jan. 18 .—Said Consols sold; produced £1961. 2s. 8d. Of this  
(1) £1720 invested on mortgage of hereditaments of the said A. B. at — in — shire, effected by Indenture of this date.

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(a) As to this and the next two Precedents see note (b) on the preceding Precedent.

Uncertain date.—(2) £241. 2s. 8d. advanced without security to the brother of the said A. B., whose estate is now insolvent.

16th Sept. 18 . . . Death of X. Y.

(Date of Release).—Income of trust premises up to this date paid to A. B.

(Ditto).—Transfer of mortgage by — to C. D. and E. F.

(Ditto).—Memorandum ascertaining interest of parties of the three first parts in mortgage debt assigned to C. D. and E. F., In trust.

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### No. 199.

#### INDEMNITY.

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.), (E. F.) and (G. H.) of the second part, (I. K.) of the third part, and — of the fourth part, witnesseth as follows:—

For effectuating a release by Indenture of even date herewith expressed to be given by the said parties hereto of the two first parts, and the said I. K. and L. M., his wife, to the said —, and the estate of O. P. deceased, in respect of the trust premises vested in the said — and O. P. by the marriage settlement (dated, &c.) of the said A. B. and X. Y., deceased, and also in respect of the income thereof and the acts and omissions in the same release mentioned; The said parties hereto of the first three parts do, for themselves, their heirs, executors and administrators, and each of them doth, for himself, his heirs, executors and administrators, covenant with the said —, his executors and administrators, that, to the extent of the interest expressed to be released by the said L. M. as aforesaid, and so far as such release may be reason of her said interest being in reversion or otherwise be inoperative, the said parties hereto of the first three parts, their heirs, executors, or administrators, will keep the said —, his heirs, executors and administrators, and the estate of the said O. P. indemnified against all liability by reason of the several particulars in respect of which the said release is expressed to be given. In witness, &c.



## No. 200.

*RELEASE and INDEMNITY (in one Deed) by the Parties interested under a WILL and SETTLEMENT, one being a MARRIED WOMAN, whose Interest is settled in REVERSION.*

THIS INDENTURE, &c., between (A. B.) of the first part, (O. P.) and (Q. R.) of the second part, (C. D.) of the third part, (E. F.) and (G. H.) of the fourth part, (I. K.) and (L. M.) his wife, of the fifth part, and — and — of the sixth part, witnesseth as follows :—

1. In consideration of the payments by the said — appearing by the schedule hereto, the said A. B. in respect of his life estate under the aftermentioned will and settlement doth ; And the said O. P. and Q. R., in respect of the interest of the said C. D. under the same will and settlement now by Indenture (dated, &c.,) vested in the said O. P. and Q. R. as a security for £ — and interest, do ; And the said C. D. E. F., G. H. and L. M., according to their respective interests under the same will and schedule, as the only children of the said A. B. who have attained twenty-one years, do ; And the said I. K., as to the said interest of the said L. M., doth release the said — and each of them, their and each of their heirs, executors and administrators, as well from the residuary personal estate of X. Y., deceased, by his will dated, &c., vested in trust in the said — and specified in the said schedule, as from the sum of £2300 settled by Indenture (dated, &c.) upon the subsisting trusts of the said will, and all income of the respective premises ; and also from all liability in respect of the executorship of the said will (the accounts of which have been carefully perused and signed by the said parties hereto of the first five parts) or of the acts or omissions appearing by the same schedule in relation to the said respective premises.

2. For the consideration aforesaid, the said A. B., C. D., E. F., G. H. and I. K. do, for themselves, their heirs, executors and administrators, and each of them doth, for himself, his heirs, executors and administrators, covenant with the said —, their executors and administrators, that to the extent of the interest expressed to be released by the said L. M. as aforesaid, and so far as such release may be



reason of her said interest being in reversion or otherwise be inoperative, the said A. B., C. D., E. F., G. H. and I. K., their heirs, executors, or administrators, will keep the said —, their heirs, executors and administrators, indemnified against all liability by reason of the several particulars in respect of which the foregoing release is expressed to be given. In witness, &c.

### THE SCHEDULE, &c.

#### 1st Part.

As to the residuary personal estate of the above named X. Y.  
19th June 18 —.—Executorship accounts made up on this date. The residuary estate consists of £—— Bank Annuities (subsequently converted by Act of Parliament into £113. 6s. New £3. 5s. per cent. Bank Annuities).

#### 2nd Part.

##### *As to the Settled Funds.*

30th Oct. 18 —.—The above mentioned sum of £2300 invested in purchase of £—— Annuities (subsequently converted by Act of Parliament into £2311. 8s. 10d. New £3. 5s. per cent. Bank Annuities).

#### 3rd Part.

##### *As to both Funds.*

(Date of Release).—Income of all trust premises up to this date paid to A. B.

(Ditto).—Said Bank Annuities sold produced together £——. Of this,

- (1) £—— applied in defraying the costs of these presents.
- (2) £—— paid to the said O. P. and Q. R. (at the request of the said C. D.) in discharge of their said security.
- (3) £—— paid to the said A. B.
- (4) £—— a piece paid to the said E. F., G. H. and I. K.

## No. 201.

INDEMNITY *by BOND to CHAPEL TRUSTEES on their discharging a Security in the possession of the EXECUTOR and RESIDUARY LEGATEE of a TESTATOR, who had received the Interest for some years but taken no Assignment.*

I (A. B.) bind myself, my heirs, executors and administrators, to —, his executors, administrators and assigns, for the payment to him and them of £——. Sealed, &c. Dated, &c.

The above written obligation is conditioned to be void, in case the above bounden A. B., his heirs, executors and administrators, shall keep the above named C. D. and the present and future trustees of — chapel, in —, and each of them, their and each of their heirs, executors and administrators, indemnified against all liability by reason of the payments to E. F., deceased, and to the said A. B., as executor and residuary legatee under her will (dated, &c.,) of the mortgage debt and interest specified in the schedule hereto; and against all legal and equitable proceedings of X. Y. in the same schedule named, his executors, administrators, or assigns, for recovering the same mortgage debt and interest.

## THE SCHEDULE.

5th Oct. 18 .—Mortgage by —, —, and — (three of the then trustees of the said Chapel) to X. Y., for securing £—— and interest at £—— per cent.

5th April 18 to 5th Oct. 18 .—Said mortgage debt held by E. F. (without assignment) and the interest paid to her.

23rd Aug. 18.—Death of E. F.

(Date of bond).—Said mortgage debt (and interest up to this date) paid to A. B.

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## SECT. 8.

## DEEDS OF GIFT.

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(Precedents 202 to 204).

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## No. 202.

CONVEYANCE of FEE-SIMPLE ESTATES *by a WIFE to her HUSBAND.*

THIS INDENTURE, &c., between (A. B.) and —, his wife, of the one part, and (X. Y.) of the other part, witnesseth that in consideration of the natural affection of the said — for her said husband, and for other good considerations, the said A. B. grants and the said —, with his concurrence hereby testified, grants and disposes of unto the said X. Y. and his heirs, the hereditaments described in the schedule hereto, with their legal or usual appurtenances, to the use of the said A. B. and his heirs. In witness, &c.

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## No. 203.

CONVEYANCE of FREEHOLDS *and assignment of Partnership PROPERTY by a retiring PARTNER to his NEPHEW.*

THIS INDENTURE, &c., between (A. B.) of the one part, and (C. D.) of the other part, witnesseth as follows:—

1. In consideration of the natural affection of the said A. B. for his nephew the said C. D., and for other good considerations, the said A. B. grants unto the said C. D. and his heirs, the hereditaments described in the schedule hereto with their legal or usual appurtenances; To the use of the said C. D. and his heirs, subject (as to the hereditaments described in the first part of the schedule) to a mortgage security for £—— and interest, dated, &c., and expressed to be made between, &c.

2. For the consideration aforesaid the said A. B. releases and assigns unto the said C. D. his executors and administrators, the interest of the said A. B. in the copartnership heretofore carried on by him and the said C. D. in the business of farmers, and in the partnership credits and effects; with power for the said C. D., his executors, administrators and assigns, in the name of the said A. B., his executors and administrators to sue for, receive and give receipts for the same premises.

3. The said A. B. for himself, his heirs, executors and administrators, covenants with the said C. D., his heirs, executors, administrators and assigns, that notwithstanding any thing done or knowingly suffered by the said A. B., he is entitled to execute this assurance of the respective premises free from incumbrances (except as herein appearing); and that he and every person claiming under or in trust for him, will at the cost of the said C. D., his executors, administrators or assigns, do all acts required for perfecting such assurance and facilitating the recovery of the assigned premises.

4. The said C. D. for himself, his heirs, executors and administrators, covenants with the said A. B., his heirs, executors and administrators, that the said C. D., his heirs, executors or administrators, will discharge and keep the said A. B., his heirs, executors and administrators, indemnified against all monies now or hereafter due on the said mortgage, and also all debts of the said copartnership appearing by their books of account at the present date, and all expenses of proceedings for the recovery of such monies and debts. Provided that the said A. B., his heirs, executors and administrators, shall not be entitled to enforce this covenant in any other respect, so long as he and they are kept indemnified as aforesaid. In witness, &c.

## No. 204.

DEED of GIFT of FEE-SIMPLE ESTATES, LEASEHOLDS for LIVES  
(*rested in one of the donees in trust for the donor*), and long  
LEASEHOLDS.

THIS INDENTURE, &c., between (A. B.) of the first part (C. D.) of the second part, (E. F.) of the third part, and (X. Y.) of the fourth part, witnesseth as follows :—

1. In consideration of the natural affection of the said A. B., for his sons the said C. D. and E. F., and for other good considerations ; the said C. D. at the request of the said A. B., and as to the hereditaments by Indenture of demise (dated, &c.,) from the Dean and Chapter of the Church of, &c., vested in the said C. D. and his heirs (in trust for the said C. D.), and described in the second schedule hereto grants ; And the said A. as to the same hereditaments, and also as to the hereditaments described in the first schedule hereto, grants unto the said X. Y. and his heirs, the hereditaments described in the first and second schedules hereto, with their legal or usual appurtenances ; As to the 1stly scheduled hereditaments absolutely ; And as to the 2ndly scheduled hereditaments, during the lives and life for which the same are now held ; And as to all the said premises, To the use of the said C. D. and E. F. and their respective heirs as tenants in common.

2. For the consideration aforesaid the said A. B. assigns unto the said C. D. and E. F., their executors and administrators as tenants in common the premises described in the third schedule hereto with their legal or usual appurtenances, during the subsisting residue of the term of 4000 years granted by lease (dated, &c.,) from — to —, and now by mesne assignments and operations in the law vested in the said (A. B.) (1), (6). In witness, &c.

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END OF PART III.

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## PART IV.

### COMMERCIAL DRAFTS (a).

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	Precedent
Sect. 1. Assignments . . . . .	205 to 212
2. Leases and Licenses . . . . .	213 to 224
3. Partnership Deeds . . . . .	225 to 228
4. Miscellaneous Instruments . . . . .	229 to 234

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(a) A large addition will be made in Vol. 2 to the number of Precedents in this Part.



SECT. 1.

ASSIGNMENTS.

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(Precedents 205 to 212).

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No. 205.

ASSIGNMENT *of a* PATENT.

THIS INDENTURE, &c., between (*vendor*) of the one part, and  
 — of the other part, witnesseth as follows:—

1. The said V. in consideration of £—— paid to him by the said  
 —, assigns unto the said —, his executors and administrators  
 the letters patent granted on the — day of — for the alleged  
 invention specified in the schedule hereto, during the subsisting residue  
 of the term of — years thereby granted.

2. The said V. for himself, his heirs, executors and administrators,  
 covenants with the said —, his executors, administrators and assigns,  
 that the said letters patent are valid and subsisting, and that notwith-  
 standing anything (*the rest as in Precedent No. 7*). In witness (*a*).

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Nos. 206 and 207.

ASSIGNMENT *of a* PATENT, *with a view to its being worked by the*  
 ASSIGNOR *and* ASSIGNEE.

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No. 206.

ASSIGNMENT.

THIS INDENTURE, &c., between (A. B.) of the first part,

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(*a*) The assignment must be registered under the 15 & 16 Vict. c. 83, s. 35.

(C. D.) of the second part, and — of the third part, witnesseth as follows :—

1. For effectuating an agreement of even date herewith between the said A. B. and C. D. for working the after mentioned patent, and in consideration of £—— to be advanced by the said C. D. for that purpose, the said A. B. assigns unto the said —, his executors and administrators the letters patent for England and Wales and Berwick-upon-Tweed, granted on the — day of —, for the alleged invention specified in the schedule hereto (during the subsisting residue of the term of years thereby granted); In trust for the said A. B. and C. D., their respective executors and administrators as tenants in common.

2. The said (A. B.) for himself (*Covenant with — as in the preceding Precedent*).

3. The said —, his executors, administrators and assigns, and his and their substitute and substitutes, may apply for a renewal of the said term; may grant licences (either at a rent or royalties or both) for the manufacture and sale of the said invention; may assign the said patent, either as a security or absolutely; may institute (and either prosecute or abandon), any legal or equitable proceedings against persons infringing the same; and for the respective purposes aforesaid may use the names and name of the said A. B. and C. D. or either of them. Provided (1) that the exercise of the foregoing powers shall be subject to the written consent of the said A. B. and C. D., their respective executors, administrators and assigns. (2) That any renewed term in the patent shall be held Upon the trusts and subject to the clauses and provisoes herein expressed. (3) That any surplus (after defraying expences) of the monies received under the foregoing powers shall be held Upon the trusts and subject to the clauses and provisoes expressed in the said agreement of even date herewith. (4) That the trustee's receipts shall discharge all persons paying money from liability in regard to the application thereof.

4. For the consideration aforesaid the said A. B., for himself, his heirs, executors and administrators, covenants with the said —, his executors, administrators and assigns, that the said A. B., his executors and administrators, will at the joint cost of the said A. B. and C. D., their respective executors and administrators, assign to the said —, his executors, administrators and assigns, any Scotch, Irish, colonial

or foreign patents obtained for the said invention, Upon the trusts and subject to the provisoes and clauses herein expressed. In witness, &c.

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No. 207.

*AGREEMENT for working the PATENT assigned by the preceding PRECEDENT.*

AGREEMENT entered into this — day of — between (A. B.) of the one part and (C. D.) of the other part, as follows. It is agreed that the English patent granted on the — day of — for the invention specified in the schedule hereto, (and by Indenture of even date herewith assigned by the said A. B. to —, his executors and administrators, in trust for the said A. B. and C. D. as tenants in common), shall be worked by the said parties hereto upon the terms and subject to the clauses and provisoes herein expressed (that is to say):

1. The said C. D. shall on or before the — day of — transfer £ A. to an account at his bankers (Messrs. —), to be called “—’s Patent Account,” the cheques in respect of which shall be drawn exclusively by the said C. D., one cheque for £ B. being drawn immediately on the opening of such account and delivered to the said A. B. (subject to the subsequent provision for repayment) in reimbursement of his expenses in obtaining and working the patent up to this date.

2. The residue of the said £ A. shall be applied in working the patent as follows (that is to say): first, in paying to the said C. D. £ C. per week for such use of his room in — Street as hereafter mentioned; next in paying to the said A. B. (during the period of one year only from this date) the like weekly sum of £ C. for his superintendence in working the patent, and subject as aforesaid in the general expenses of working the same.

3. Notwithstanding the foregoing clauses the said sum of £ A. shall be deemed to belong exclusively to the said C. D., who shall accordingly be entitled to a repayment thereof (so far as expended) out of the profits of the patent, to the extent hereinafter mentioned: Provided that if the profits applicable to such repayment by virtue hereof shall

prove deficient, the said A. B. and his estate shall not be liable to make good such deficiency, excepting to the extent of the after mentioned lien of the said C. D.

4. The mode of working the patent shall be in the sole discretion of the said C. D., and the said A. B. shall superintend such working as his servant in any place and manner specified by the said C. D.

5. The said C. D. shall allow a room in his house in ——— Street aforesaid to be used for the account and letter writing part of the business.

6. The profits of the patent (including all monies to be received under the powers of the said Indenture of even date herewith) shall be applied: first, in paying £50 to the said A. B. for his absolute use, and then in repaying to the said C. D. the said sum of £ B. and the residue (so far as expended) of the said sum of £ A. (together with interest after the rate of £5 per cent. per annum from the ——— day of ——— on the entirety of the said sum of £ A.) and subject thereto shall belong equally to the said A. B. and C. D.

7. The said C. D., his executors, administrators and assigns, shall have a lien upon the entirety of the patent and the manufactures (and manufacturing implements and materials) of the said invention, for so much of the said sum of £ A. as shall have been expended as aforesaid and not repaid under the last clause, and also for all interest on the said sum of £ A. not repaid under the same clause.

8. (a) The said A. B. shall not be deemed the copartner of the said C. D. Should he assume to act as such, his interest under these presents, and the said Indenture of even date herewith (including all monies due to him but not then actually paid), shall be absolutely forfeited to the said C. D. (33). In witness, &c.

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(a) A stipulation to this effect will of course bind the parties themselves, but as regards third persons the question of partnership cannot be wholly avoided where there is an ultimate division of profits.



No. 208.

ASSIGNMENT of a TRADER'S BUSINESS and STOCK (a) for a SUM of MONEY.

THIS INDENTURE, &c., between (*vendor*) of the one part and — of the other part, witnesseth as follows :

1. The said V., in consideration of £—— paid to him by the said —, assigns unto the said —, his executors and administrators the goodwill of the business of — heretofore carried on by the said V. at —, with the book (*b*) debts and stock in trade of the same business respectively specified in the two parts of the first schedule hereto, and with power for the said —, his executors, administrators and assigns, in the name of the said V., his executors or administrators, to recover, receive and give receipts for the said debts (*7*), *adding*, and also for introducing him and them to the customers of the said V. ; and further, that the said V. will not carry on nor permit his name to be used in the business of a —, at any place within — miles from the (*c*) — of — aforesaid.

3. The said — for himself, his heirs, executors and administrators, covenants with the said V., his executors and administrators, that the said —, his heirs, executors and administrators will discharge and keep the said V., his heirs, executors and administrators indemnified against the liabilities specified in the second schedule hereto, but so that this covenant shall not be enforced in any other respect so long as the said V., his heirs, executors and administrators are kept so indemnified as aforesaid. In witness, &c.

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(a) Any freehold or leasehold premises on which the business is carried on will be best assigned by a separate instrument.

(b) Add ["and other"] if the fact.

(c) Parish Church, Town Hall, &c.

Nos. 209, 210, and 211.

ARRANGEMENTS *on the RETIREMENT of the PRINCIPAL of a SCHOOL*  
*in favour of Two SONS.*

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No. 209.

BOND *from the SONS securing an ANNUITY to the PRINCIPAL*  
*during his LIFE.*

We (C. D.) and (E. F.) bind ourselves, and each of us, our and each of our heirs, executors and administrators, to (A. B.) his executors, administrators and assigns, for the payment to him and them of £——. Sealed, &c. Dated, &c.

The above written obligation is conditioned to be void in case the above bounden C. D. and E. F. or either of them their or either of their heirs, executors or administrators, shall pay to the above named A. B. or his assigns during his life an annuity of £——, by equal half-yearly payments commencing the —— day of ——.

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No. 210.

ASSIGNMENT *of the SCHOOL PREMISES, FIXTURES and FURNITURE*  
*and the GOODWILL in consideration of the above ANNUITY.*

THIS INDENTURE, &c., between (A. B.) of the one part, and (C. D.) and (E. F.) of the other part, witnesseth as follows:—

1. In consideration of an annuity of £—— to the said A. B. during his life, secured by the bond bearing even date herewith of the said C. D. and E. F. (and being of the estimated value of £——), the said A. B. assigns unto the said C. D. and E. F., as tenants in common, 1stly, the premises described in the first schedule hereto (during the subsisting residue of the term of —— years, created by a lease dated,

&c., from X. Y. to the said A. B.). And 2ndly, the goodwill of the school heretofore carried on by the said A. B. on the same premises, with the tenant's fixtures furniture and effects specified in the second schedule hereto.

2. The said A. B. for himself, his heirs, executors and administrators, covenants with the said C. D. and E. F., their executors, administrators and assigns, that notwithstanding anything by the said A. B. done or knowingly suffered, the said lease is subsisting unprejudiced and the said A. B. entitled to execute this assignment of the respective premises, free from incumbrances and liability under the said lease up to the present date; and that he and every person claiming under or in trust for him shall, at the cost of the said C. D. and E. F., their executors, administrators and assigns, do all acts required for perfecting such assignment, and introducing them to the connections of the said school; and further, that the said A. B. will not carry on or permit his name to be used in any school within fifty miles of — aforesaid.

3. The said C. D. and E. F. do for themselves, their heirs, executors and administrators, and each of them doth for himself, his heirs, executors and administrators, covenant with the said A. B., his executors and administrators, that the said C. D. and E. F., their heirs, executors, administrators and assigns, will discharge and keep the said A. B., his heirs, executors, administrators and assigns, indemnified against all liabilities under the said lease subsequently to the present date. In witness, &c.

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No. 211.

*AGREEMENT between the Two Sons in respect to the Mode of carrying on the SCHOOL, and Provisions as to the ANNUITY and ASSIGNED PROPERTY.*

AGREEMENT made this — day of —, between (C. D. of) the first part, (E. F.) of the second part, and (A. B.) of the third part, as follows :—

1. During such period as both the said C. D. and E. F. shall be

living and continue teaching at the — school in —, the leasehold premises on which the same school has heretofore been carried on (and which with the fixtures and goodwill of the same school, and certain furniture and effects, have by Indenture of even date herewith been assigned by the said A. B. to the said C. D. and E. F.), shall with the said fixtures and furniture (but subject to the subsequent stipulations) be occupied and enjoyed by the said C. D., who shall solely conduct and (subject as aforesaid) receive the profits of the said school as principal for his own use, and shall also discharge all outgoings and liabilities in respect of the same premises, and also the annuity of £—— to the said A. B. during his life, secured by the bond bearing even date herewith of the said C. D. and E. F.

2. During such period as aforesaid (and whatever may be the total number of boys at the school for the time being) the said E. F. shall be entitled to board in his own house, and for his own benefit, such of the boys for the time being at the said school as he may select (not exceeding — in number).

3. During such period as aforesaid the said C. D. shall pay in respect of each boy boarded at the said school above the number (including boarders at the said E. F.'s) of A. boys, the yearly sum of £—— a piece to the said A. B. (so long as he shall be living, and in addition to the said annuity) and E. F., but so that the total yearly amount payable to the said A. B. and E. F. respectively, by virtue of the present clause, shall in no event (and whatever may be the number of boarders at the said school) exceed (a) £——.

4. In consideration of the foregoing stipulations in his favour, the said E. F. shall, during such period as aforesaid, bear the office and discharge the duties of Vice Principal, free of charge.

5. The share and interest under the said Indenture of even date herewith of such one of them the said C. D. and E. F. as shall die or cease to continue teaching at the school, shall be purchasable by the other of them upon the terms following (viz.); The purchaser shall pay to the party dying, or ceasing to teach, his executors or administrators (who shall execute a proper assignment of such share and interest) £——, or

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(a) The principal will thus be entitled to receive for his own benefit the profits on all boarders exceeding the number A.

(in the purchaser's option) the average net profits of the school (after discharging all outgoings and liabilities under clause 1) during the two years then last preceding; shall indemnify the party dying, his heirs, executors and administrators, against the said bond; and shall execute to the said A. B. (if then living) a security for the payment to him during his life (subject to a similar limitation to that hereinbefore contained as to the maximum yearly amount of such payment) of the yearly sum of £—— for each boarder at the school above the number of A. aforesaid.

(a) 6. If the party entitled to purchase under clause 5 shall not signify in writing to the said A. B. his option of purchasing within one week from his becoming so entitled, the said A. B. may repurchase the premises assigned by the said Indenture (so far as the same shall continue in specie) upon the terms of his paying to the said C. D. and E. F., their respective executors or administrators (who shall execute a proper assignment) a sum of such amount as shall represent the then value of the said annuity, and cancelling the said bond. In witness, &c.

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No. 212.

ASSIGNMENT of *One-third of a* PARTNER'S SHARE in MINING PROPERTY.

THIS INDENTURE, &c., between (A. B.) of the one part, and (C. D.) of the other part, witnesseth as follows:—

1. The said A. B. in consideration of £—— secured to him by the bond (bearing even date herewith) of the said C. D., and of the covenant of the said C. D. hereinafter contained assigns unto the said C. D., his executors and administrators one-third of the present and future interest (at present three-twelfth shares) of the said A. B., (under copartnership articles, dated, &c., between himself, X. Y. and Z.) 1stly, in the coal and ironstone in or under the —— estate at ——

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(a) This clause seems necessary for the protection of the party retiring.



in —shire, with the other premises and powers demised to L. M., in trust for the said copartners by a lease (dated, &c.,) from — and during the subsisting residue of the term of — years thereby granted; And 2ndly, in all other the partnership property (including the net profits after the first day of July, 18—), and in the goodwill of the said partnership business, together with power for the said C. D., his executors, administrators and assigns, in the name of the said A. B., his executors and administrators, to recover, receive and give receipts for the book debts of the partnership comprised in this assignment.

2. The said A. B. for himself, his heirs, executors and administrators, covenants with the said C. D., their executors, administrators and assigns (1) That notwithstanding anything done or knowingly suffered by the said A. B., the said lease is subsisting unprejudiced, and the said A. B. entitled to execute this assignment of the respective premises free from incumbrances and liability under the said lease up to the present date, and that he and every person claiming under or in trust for him, will at the cost of the said C. D., his executors, administrators or assigns, do all acts required for perfecting such assignment and facilitating the recovery of the premises. (2) That during the copartnership term of — years fixed by the said articles (or such part thereof as the said A. B. shall be living), the said A. B. will conduct the mining operations on the said demised premises to the best advantage, according to the usual mode of working similar mines within the district, and will also on or before the 1st day of February, and the 1st day of August in each year, deliver to the said C. D., his executors, administrators or assigns, free of cost, a copy of the balance sheet of the said copartnership during the half-year ending the 1st day of January or the 1st day of July (as the case may be) then last past, and permit him and them to inspect all partnership documents necessary for verifying the correctness of such balance sheet (and will, if required, further verify the same by statutory declaration); and will also on or before the 1st day of March and the 1st day of September in each year, pay to the said C. D., his executors, administrators or assigns, one-third part of the share or shares of the said A. B., in the net profits of the partnership appearing by the balance sheet aforesaid, during the then preceding half-year ending the



1st day of January or the 1st day of July, as the case may be. (3) That if the said A. B. shall die during the said copartnership term, his executors or administrators shall account for and within ——— calendar months from such death pay to the said C. D., his executors administrators or assigns, one-third part of the value at such death of the then partnership interest of the said A. B., as ascertained by the provisions of the said articles, with interest from such death after the rate of £4 per cent. per annum. (4) That the said A. B., his heirs, executors or administrators, will discharge and keep the said C. D., his heirs, executors and administrators, indemnified against the liabilities under the said lease and all other partnership liabilities, excepting to the extent of the said C. D.'s obligations under the next covenant.

3. The said C. D. for himself, his heirs, executors and administrators, covenants with the said A. B., his executors and administrators, that the said C. D., his heirs, executors and administrators, will discharge and keep the said A. B., his heirs, executors and administrators, indemnified against one-twelfth part of the partnership liabilities specified in the said schedule.

4. Provided (1) That as between the said A. B., his executors and administrators, and the said C. D., his executors and administrators (and without prejudice to the respective obligations of the copartners for the time being under the said articles), the foregoing covenants of the said A. B. shall extend to the total amount of the present and future liabilities of the said copartnership (excepting as aforesaid), as if the said A. B. were solely interested in the said partnership property and business. (2) That the said C. D., his executors or administrators, shall not be obliged to contribute to any of the expenses (whether ordinary or extraordinary), nor (excepting as aforesaid) be subject to any of the liabilities of the said copartnership. (3) That until breach of some covenant of the said A. B. herein contained, the said C. D. shall not interfere in the management of the copartnership business), nor (except as herein otherwise provided) investigate the copartnership accounts, or require any copy or extract thereof. In witness, &c.

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## SECT. 2.

## LEASES AND LICENSES.

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(Precedents 213 to 224).

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## No. 213.

## LEASE of a HOUSE and SHOP.

*(This will be identical with the forms for House Leases in Part 2, Sect. 6. The covenant restraining the Lessees from using the premises for any trade or manufacture should be retained, adding as an exception the particular trades or trade allowed).*

## No. 214.

## LEASE of a PUBLIC HOUSE.

*(This will also be framed, according to the circumstances of the case, from the forms in Part 2, Sect. 6, substituting for the restriction on trade or manufacture the following clause:—"or use the same for any purpose, excepting as an inn, tavern, or public house, and will do nothing that may lead to the withdrawal of the license from the said premises, (a) [nor sell thereon any liquor not supplied by the lessors, excepting such as they or he shall not deal in or shall fail to supply when required.]"*

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(a) The clause in brackets will of course be omitted in the case of a free public house.

Nos. 215, 216 (a), 217.

BUILDING LEASES (b).

No. 215.

LEASE of GROUND on which only one HOUSE is to be BUILT.

THIS INDENTURE, &c., between (lessor) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. demises unto the said —, his executors and administrators (with the reservations specified in the first schedule hereto), the piece of land described in the second schedule hereto, (and delineated and coloured — in the plan drawn in the margin hereof), with the legal or usual appurtenances, from the — day of — for the term of ninety-nine years, at the yearly rent (during the first two years) of a peppercorn, afterwards of £—, payable by equal quarterly payments commencing the — day of — next.

2. The said — for himself, his heirs, executors, administrators and assigns, covenants with the said L., his heirs and assigns (1) That the said —, his executors, administrators and assigns (hereinafter called “the lessees”), will pay to the said L., his heirs and assigns (hereinafter called “the lessors”), the rent aforesaid at the times aforesaid, and defray all outgoing charges chargeable by law upon the said land, or the erections hereinafter mentioned; will at the lessee’s cost, within — years from the date hereof, erect on the said land a dwelling-house and outbuildings, according to the elevation plans and specifications contained on — sheets of paper (respectively signed by the said —, and annexed as to the third schedule hereto (b)); will at the like cost maintain (and at the expiration of the term deliver up) the said erections in good order and repair; will at the like cost execute all repairs

(a) A contract with a builder for the erection of a house on land not intended to be leased will be found in Section 4, Precedent No. 234. The Precedents given in this Section may be easily adapted to the case of leases under powers, &c., from the forms in Part II., Section 6.

(b) Sewers and roadways are generally now constructed by the lessor previously to the demise.

required by written notice from the lessors, within three calendar months from the day such notice is left on the premises; will keep the premises insured against fire in £—— in the lessor's name or names, at such office as he or they shall select (and on demand produce every current year's receipt for such insurance to the lessors); and will lay out all monies received from such insurance in reinstating the premises (making good any deficiency). (2) That the said demised premises and erections shall not be altered or used for any purpose of education, trade or manufacture (31) (a), (32), (33). In witness, &c.

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No. 216.

*AGREEMENT for a LEASE of GROUND on which more than one House is to be built.*

AGREEMENT entered into this —— day of ——, between (*lessor*) of the one part, and —— of the other part, as follows:—

1. It is agreed, that as soon as a dwelling-house and outbuildings shall be erected by the said ——, his executors, administrators and assigns, on each of the plots of land described in the second schedule hereto, according to the elevation plans and specification contained in —— sheets of paper (respectively signed by the said ——) and annexed as the third schedule hereto, the said L. shall execute, and the said —— shall accept (with the reservations specified in the first schedule hereto) a lease of such plot with the dwelling-house and outbuildings aforesaid and the legal or usual appurtenances, from the —— day of —— for the term of 99 years, at the yearly rent (being plot 1, 2 or 3) of £——, otherwise of £——; such rent to be payable by equal quarterly payments, commencing at the expiration of three calendar months from the date of the lease reserving the same.

2. Each such lease shall contain a covenant by the said ——, his executors, administrators or assigns (hereinafter called “the lessees”), with the said L., his executors, administrators or assigns (hereinafter

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(a) Omitting the determination clause.

called "the lessors") that the lessees will pay the rent aforesaid at the times aforesaid; will defray all outgoings chargeable by law upon the plot hereby demised or the said erections thereon; will at the lessee's cost, within — calendar months from the date hercof, complete the said erections according to the specification contained in — sheets of paper (respectively signed by the said — and annexed as the fourth (a) schedule hereto); will at the like cost maintain (and at the expiration of the term deliver up) the said erections in good order and repair; will at the like cost execute all repairs required by written notice from the lessors within three calendar months from the day such notice is left on the premises; will keep the premises insured against fire in £—— in the lessor's name or names, in such office as he or they shall select (and on demand produce every current year's receipt for such insurance to the lessors); and will lay out all monies received from such insurance (making good any deficiency) in reinstating the premises: And a further covenant by the lessees, that the said demised premises and erections shall not be altered, or used for any purpose of education, trade or manufacture.

3. Each such lease shall also contain a proviso (*the rest as in (31) (b)*), and also a covenant by the lessors, that the lessee's said liabilities being discharged (*the rest as in (32)*).

4. The term "the lessors" may be employed throughout each such lease to designate the said L., his executors, administrators and assigns, and the term "the lessees" to designate the said —, his executors, administrators and assigns.

5. The expenses of each such lease shall be defrayed by the lessees, and the expenses of the counterpart by the lessors, the expenses of this agreement being defrayed by the parties equally. In witness, &c.

(a) The specification in the 3rd Schedule would usually extend only to completing the skeleton and covering in; the 4th Schedule would contain the internal fittings.

(b) Omitting the determination clause.



## No. 217.

LEASE pursuant to the AGREEMENT in the preceding Precedent.

THIS INDENTURE, &c., between (*lessor*) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. demises unto the said —, his executors, administrators and assigns (with the reservations specified in the 1st schedule hereto), the plot of land described in the 2nd schedule hereto (and delineated and coloured — in the plan drawn in the margin hereof), with the dwelling-house and out buildings recently erected thereon by the said —, and the legal and usual appurtenances, from the — day of — for the term of 99 years, at the yearly rent of £—, payable by equal quarterly payments commencing the — day of (*a*) — next.

2. The said — for himself, his heirs, executors, administrators and assigns, covenants with the said L., his executors, administrators and assigns (1) That the said —, his executors, administrators and assigns (hereinafter called “the lessees”) will pay to the said L., his executors, administrators and assigns (hereinafter called “the lessors”) the rent aforesaid at the times aforesaid, and defray all outgoings chargeable by law upon the said plot and the erections thereon; will at the lessee’s cost, within — calendar months from the date hereof, complete the said erections according to the specification contained in — sheets of paper (respectively signed by the said —) and annexed as the 3rd (*b*) schedule hereto; will at the like cost maintain (and at the expiration of the term deliver up) the said premises in good order and repair; will at the like cost execute all repairs required by written notice from the lessors within three calendar months from the day such notice is left on the premises; will keep the premises insured against fire in £— in the lessors’ name or names, in such office as he or they shall select (and on demand produce every current year’s receipt for such insurance to the lessors); and will lay out all monies received from such insurance (making good any deficiency) in reinstating the premises. (2) That the said demised premises and

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(*a*) These days will of course be stated pursuant to the terms of the agreement.

(*b*) This will be a copy of the 4th Schedule to the preceding agreement.



erections shall not be altered or used for any purpose of education, trade or manufacture (31)(a), (32), (33). In witness, &c.

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## No. 218.

*MINING LEASE of SAND and CHALK PITS (with a Wharf and connecting Tramroad) for 21 years, at a FIXED RENT.*

THIS INDENTURE, &c., between (*lessor*) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. demises unto the said —, his executors, administrators and assigns: 1st, all the sand and chalk (whether previously worked or not) in or under the lands situate at — in — shire and delineated in the plan drawn in the margin hereof, with all legal or usual appurtenances to the demised premises, (and so that for obtaining and disposing of the same, and subject to such compensation as hereinafter mentioned, the said —, his executors, administrators and assigns, may, with the reservations specified in the schedule hereto, have free passage and transport over the said surface lands, and use or remove (either with or without reinstating) all existing roads, buildings, and mining works upon, through, or under the same, or construct new ones, and may also dig brick clay and manufacture the same for any purpose of these presents); 2ndly, the piece of land situate in the said parish adjacent to the river —, and also delineated (and coloured red) in the said plan with the wharf and buildings thereon; and 3rdly, the strip of land situate in the same parish, and also delineated (and coloured blue) on the said plan, and extending from the point marked A in the said surface lands to the point marked A in the 2ndly demised premises, with the railway on the same premises: The said demise to subsist from the — day of — for the term of 21 years, at the yearly rent of £—, payable by equal quarterly payments commencing the — day of — next.

2. The said — for himself, his heirs, executors, administrators and assigns, covenants (*b*) with the said L., his heirs and assigns, that the

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(a) Omitting the determination clause.

(b) In mining (or manufacturing) leases, where a considerable outlay takes place upon the working, the proviso for re-entry in the usual form (upon breach of the covenants) is often objected to, as a forfeiture might be occasioned by some

said —, his executors, administrators and assigns (hereinafter called “the lessees”) will pay to the said L., his heirs and assigns, (hereinafter called “the lessors”), the rent aforesaid at the times aforesaid; will defray all outgoings chargeable by law upon the premises; will pay to the Corporation of — the yearly sum of £—, payable for their permission to build the said wharf, and conform to all corporation regulations in regard to such wharves; will at the lessees’ cost, on or before the — day of —, complete a carriage drive (with fences on each side) of such breadth and over such part of the lessors’ land delineated (and coloured yellow) on the said plan as the lessors’ surveyor shall require; will at the like cost maintain (and at the expiration of the term deliver up) the said works in good order and repair; will conduct their works on the demised premises in such manner as the surveyor shall (either with a view to the future use of the land for agricultural or building purposes, or otherwise) direct; will compensate the tenants and occupiers of the said surface lands for all actual or consequential damage occasioned by the exercise of the foregoing powers; and will not alter or remove the said railway, nor permit the use thereof for any purpose not included in this demise, nor the shipment at the said wharf of any sand or chalk not therein included (a), (31), (32), (33), (*adding*) Provided that the foregoing clause shall not extend to matters hereinbefore referred to the lessors’ surveyor, whose decision on all such matters shall be final. In witness, &c.

#### THE SCHEDULE, &c.

##### *Reservations from the above Demise.*

(1) No building to be erected or mining work carried on within 25 feet of the boundary line of the above mentioned surface lands.

(2) No mining work to be carried on otherwise than from the surface, or (unless directed by the surveyor) in an oblique direction.

trivial omission, as of fencing or repairs. To meet this, the writer has frequently found it convenient to divide the covenants into covenants of the first and second class, making the forfeiture attach only upon the former. Some Precedents of this will be given in Vol. 2. In addition to a breach of the covenants, the forfeiture is frequently made to attach upon involuntary alienation, by bankruptcy, &c.

(a) The lessors had retained an adjacent chalk pit, and the object of this clause was to preclude competition from any person besides the lessees.

## No. 219.

LEASE at a fixed Rent of a Portion of SEA BEACH and CLIFF (with a portion of Land adjoining) containing valuable STONE and EARTHS (a).

THIS INDENTURE, &c., between (lessor) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. demises unto the said —, his executors, administrators and assigns, 1stly, the sea beach between high and low water mark, with the other hereditaments situate in the parish of —, in —shire, and delineated (and coloured blue) in the map drawn in the margin hereof; 2ndly, the land and hereditaments situate in the said parish, and also delineated (and coloured respectively pink and yellow) in the said map; 3rdly, the land included within black dotted lines on the said map, and therein designated “Beach” (together with all substances in or under the several hereinbefore demised hereditaments); and, 4thly, all substances in or under such portion of the land situate in the said parish and delineated (and coloured green) in the said map as would be included between the boundary line of the 2ndly demised premises, and a line drawn parallel to and at the distance of — yards from such boundary line; Together with full powers, for the profitable working of the 4thly demised premises (but subject to such compensation as hereinafter mentioned) of entry upon and passage and carriage over the last mentioned portion of land (which is hereinafter called “the boundary piece”), and of draining, building and making roads thereon: The said demise to subsist from the — day of — for the term of twenty-one years, at the yearly rent of £—, payable by equal one-fourthly payments commencing on the — day of — next.

2. The said —, for himself, his heirs, executors, administrators and assigns, covenants (b) with the said L., his heirs and assigns, that the

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(a) The stone being exposed on the surface of the cliff, and the removal of the whole cliff for a certain distance inland contemplated by the lease, many of the usual powers and provisions are dispensed with. The beach between high and low water mark had been purchased from the Crown.

(b) See note (b) on Precedent No. 218.

said —, his executors, administrators and assigns (hereinafter called “the lessees”), will pay to the said L., his heirs and assigns (hereinafter called “the lessors”), the rent aforesaid at the times aforesaid, will defray all outgoings chargeable by law upon the demised premises, and will compensate the surface tenants and occupiers of the said boundary piece for all actual or consequential damage occasioned by the exercise of the foregoing powers. Provided (1) that no compensation shall be given for the loss of support either to so much of the said boundary piece as may not be worked by the lessees, or to the residue of the lands coloured green, or any substances in or under such respective premises. (2) That (subject as aforesaid) the removal of the entire surface of the said boundary piece shall be within the powers of this demise (31), (32) (a), (33). In witness, &c.

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No. 220.

LEASE of IRONSTONE at a MINIMUM RENT and ROYALTIES.

THIS INDENTURE, &c., between (*lessor*) of the one part, and — of the other part, witnesseth as follows :—

1. The said L. demises unto the said —, his executors and administrators, all the ironstone (whether previously worked or not) in or under the lands situate at —, in — shire, and delineated in the plan drawn in the margin thereof, with all legal or usual appurtenances to the demised premises, (and so that for obtaining and disposing of the same, and subject to such compensation as hereinafter mentioned, the said —, his executors and administrators, may, with the reservations specified in the schedule hereto, have free passage and transport over the said surface lands, and use or remove (either with or without reinstating) all existing roads, buildings, and mining works upon, through, or under the same, or construct new ones): The said demise to subsist from the — day of — for the term of — years, and the said —, his executors and administrators, to pay on

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(a) Adding the power to remove machinery (with proviso for purchase thereof at the lessor's option) as in the subsequent Precedent No. 220.

each quarterly day of the term (commencing with the — day of — next), 1stly, the royalty per ton of ironstone obtained during the preceding quarter (whether disposed of or not) of — shillings (*a*) ; and, 2ndly, the quarterly rent (*b*) (whether any ironstone shall have been obtained or not) of £—, but deducting therefrom the total sum payable for royalties on the same quarter day.

2. The said —, for himself, his heirs, executors and administrators, covenants (*c*) with the said L., his heirs and assigns, that the said —, his executors and administrators (hereafter called “the lessees”), will pay to the said L., his heirs and assigns (hereinafter called “the lessors”), the rent and royalties aforesaid at the times aforesaid ; will defray all outgoings chargeable by law on the premises ; will compensate the tenants and occupiers of the said surface lands for all actual or consequential damage occasioned by the exercise of the foregoing powers ; will conduct the mining works according to the most improved methods in the district ; will keep accurate plans of the works and accounts of all ironstone obtained, (and weigh all such ironstone at the lessors’ weighing machine on the premises in the presence of his and their agent) ; will at the lessees’ cost maintain (and at the expiration of the term deliver up) the works in good order and repair ; will at the like cost fence in disused shafts, and (if required) within six calendar months from the expiration or determination of the term fill up such shafts, and level for agricultural purposes the surface lands used under the powers ; and will not assign or underlet the premises or use the same for any purpose not included in this demise.

3. Provided (1) that the lessors may at all times enter upon and inspect the condition and working of the premises, and the lessees’ accounts of the ironstone obtained, and may also (*the rest as in* (31) *inserting the determination clause*).

4. The said L. for himself, his heirs, executors, administrators and

(*a*) Sometimes, “of one —th of the average market price of iron during the preceding quarter ;” or, “one —th of the price per ton of — iron declared at the last meeting of the —shire ironmasters at which such price was declared.”

(*b*) There are several modes of framing the payment of a minimum rent when royalties are reserved. The writer has found that in the text work conveniently in several mining leases.

(*c*) See note (*b*) on Precedent No. 218.



assigns, covenants with the said —, his executors and administrators (1) That so long as the lessees' said liabilities shall be discharged they shall occupy the premises without interruption from the lessors. (2) That the lessees' said liabilities being discharged, they and he may, during — calendar months from the expiration or determination of the term, remove from the premises all ironstone brought to the surface previously to such expiration or determination; And also all such additions to the premises (whether plant or otherwise), during the demise as shall not consist of earth, stone, or brick, or be essential to the support of the premises, and as the lessors shall not by six calendar months written notice previously to such notice or determination signify their or his intention of purchasing (33). In witness, &c.

The SCHEDULE, &c.

*Reservations from the above Demise.*

*Right of way to the lessors, restriction on sinking shafts, &c., as instructed. See Precedent No. 221.*

No. 221.

LEASE of FLAG ROCKS at a *Royalty* and two RENTS of *varying*  
AMOUNTS according to the *yield* of the PREMISES.

THIS INDENTURE, &c., between (*lessor*) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. demises unto the said —, his executors and administrators, all flagwork (whether previously worked or not) in or under the lands described in the 1st schedule hereto, with all legal or usual appurtenances to the demised premises, (and so that for obtaining and disposing of the same, and subject to such compensation as hereinafter mentioned, the said —, his executors and administrators, may, with the reservations specified in the 2nd schedule hereto, have free passage and transport over the said surface lands, and use or remove (either with or without reinstating) all existing roads, buildings and quarry works upon, through or under the same, or construct new ones:) The said demise to subsist from the — day of — for the term of — years; and the said —, his executors and administrators, to



pay on each quarter day of the term (commencing with the — day of — next), 1stly, the royalty, for all flag not exceeding three inches in thickness which may be obtained during the preceding quarter (whether disposed of or not), of 1-10th of the value as wrought from the quarry (which for the purposes of these presents shall be taken to be 1s. 1d. per square yard); 2ndly, the quarterly rent, whether any flag (of the description aforesaid or otherwise) has been obtained or not, of £—; and, 3rdly, the further quarterly rent (while the quarry shall yield flag of the aforesaid description) of —; but deducting from the said respective rents the total payable for royalties on the same quarter day.

2. The said —, for himself, his heirs, executors and administrators, covenants with the said L., his heirs and assigns, that the said —, his executors and administrators (hereinafter called “the lessees”), will pay to the said L., his heirs and assigns (hereinafter called “the lessors”), the rent and royalties aforesaid at the times aforesaid; will defray all outgoing charges chargeable by law upon the premises; will compensate the tenants and occupiers of the said surface lands for all actual or consequential damage occasioned by the exercise of the foregoing powers; will work the said flagstone according to the most improved methods in the district (and so that while the quarries shall yield flag of the description aforesaid, twelve men at the least shall be constantly employed there, exclusive of any men employed in dressing the flags when wrought); will keep (and deliver weekly to the lessors’ agent) accurate accounts of all flag obtained; will at the lessee’s cost maintain (and at the expiration of the term deliver up) the said works in good order and repair; will at the like cost fence in all demised quarries, and (if required) within six calendar months from the expiration or determination of the said term fill up the same, and level for agricultural purposes the surface lands used under the foregoing powers; and will not assign or underlet the premises or use the same for any purpose not included in this demise (31) (a); (32) (a); (33). In witness, &c.

The 1st SCHEDULE, &c.

The 2nd SCHEDULE, &c.

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(a) These forms will be varied as in Precedent No. 220. See also note (b) on Precedent No. 218.

*Reservations from the above Demise.*

(1) No quarry to be opened or road constructed within fifty yards of any dwelling-house.

(2) No railroad to be made excepting one tramroad in the shortest direction from the quarry now opened on the premises to — mill. The tramway authorized not to exceed — yards in breadth, and the lessors to have the right of passage and transport over it free of charge.

## No. 222.

LEASE of a COLLIERY at RENT and ROYALTIES, with CLAUSES making the ROYALTIES paid (as well previously as subsequently) available as a Set-off against the EXCESS of the MINIMUM RENT above the PRODUCE; and also reducing the amount of the MINIMUM RENT in certain Events.

THIS INDENTURE, &c., between (*lessor*) of the one part, and — of the other part, witnesseth as follows:—

1. The said L. demises unto the said —, his executors and administrators, all the coal (whether previously worked or not) in or under the lands described in the first schedule hereto, with all legal or usual appurtenances to the demised premises, (and so that for obtaining and disposing of the same, and subject to such compensation as hereinafter mentioned, the said —, his executors and administrators may, with the reservations specified in the said schedule hereto, have free passage and transport over the said surface lands, and use or remove (either with or without reinstating) all existing roads, buildings and mining works upon, through or under the same, or construct new ones; and may also dig brick clay, and manufacture the same for any purpose included in this demise)(*a*): The said demise to subsist from the — day of — for the term of — years; and the said —, his executors and administrators, to pay on each half-

(*a*) A small charge is sometimes made for this which should be added to the royalties.

yearly day of the term (commencing with the — day of — next) the royalty per acre of coal, as well hard as soft, obtained during the preceding half-year, (whether disposed of or not), of £70 (a), and the same for a greater or less quantity, but deducting from each such half-yearly payment (if above £125) all sums become payable and actually paid as minimum rent under the next clause during any previous year or years, and not repaid under this clause: and 2ndly, the minimum yearly rent (subject to the subsequent provisos) of £125, to be payable whether any

(e) The subjoined table will shew the working of these clauses over eleven half-years, the acreage supposed to be raised in each being of course fixed at random. It would be convenient for a table of the actual working and payment to be kept in this form.

(1) Half years of term.	(2) Acres raised.	(3) Royalties actually payable.	(4) Half-yearly rent actually payable.	(5) Excess of Royalties above amount of half-yearly rent of £125.
1st	1	£ 70	£ (125 — 70)=55	£ 0
2nd	1	70	(125 — 70)=55	0
		£      £      £	110	£      £      £
3rd	5	(350 — 110)=240	0	(240 — 125 rent)=115
4th	3	210	0	(210 — 125 do.)= 85
5th	6	420	0	(420 — 125 do.)=295
6th	4	280	0	(280 — 125 do.)=155
7th	2	140	0	(140 — 125 do.)= 15
8th	1	70	0	
			— For (£125—70) =55 to be deducted by last clause.	665 55
				610 125
9th	0	0	For £125 is deduc- ted by same clause	485 125
10th	0	0	For £125 is deduc- ted by same clause	360 55
11th	1	70	For £125—70=55 to be deducted as before	£305 remaining at the end of 11th half-year.

Total of acres worked }  
at end of 11th half- } 24  
year }  
Total of minimum }  
rent in 11 half-years }

Representing at  
£70 an acre  
1680  
1375

£305, i. e. the acreage worked ought to have produced during the five and a-half years the full amount of the yearly rent and £305 over, which is the result shewn by column 5.

coal (either hard or soft) shall or not have been obtained during the preceding half-year, but so that the total of any royalties ultimately payable under the foregoing clause for the same half-year shall be deducted from such rent (which to the extent of such deduction or allowance shall be deemed not to have become payable within the meaning of these presents), and also so that there shall be deducted from such rent (so far as the same will extend) the amount of all royalties actually paid under the foregoing clause for any preceding half-year or half-years of the said term above the sum of £125 for each half-year, and not repaid by virtue of this clause. Provided (1) That for every half-year of the term during which no coal, hard or soft, shall have been obtained by reason of inevitable accident (which shall include any obstruction to the transport of coal therefrom to the — Railway, to such an extent as shall preclude the coal, when transported, being sold at a remunerative price), the rent of one peppercorn shall be accepted in lieu of the rent payable for the same half-year by virtue of the foregoing clauses, and shall be deemed a payment of rent within the meaning of such clauses for all purposes. (2) That if the said rent or any part thereof shall have become payable during five consecutive years, the aggregate amount of the sums paid in respect thereof during such period of five years, shall be deemed to have been a payment in advance of any rent or royalties becoming payable after the expiration of such period, and shall be deducted from the same so far as such aggregate amount will extend. (3) That no royalty shall be payable for any faulty coal, nor for any coal which, by reason of any fault intersecting the demised premises, shall be so separated from the residue of the same premises that the same cannot be worked at a profit.

2. The said — for himself (*the covenants as in Precedent No. 220*); (3) (a), (32) (a), (33). In witness, &c.

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(a) Varied as in Precedent No. 220. See also note (b) on Precedent No. 218.

## No. 223.

LICENSE (*not exclusive*) to use a PATENT at a FIXED RENT for a TERM *not less than the Original TERM.*

THIS INDENTURE, &c., between (*patentee*) of the one part, and — of the other part, witnesseth as follows:—

The said P. grants unto the said —, his executors and administrators license to manufacture and vend the alleged invention specified in the schedule hereto (and for which letters patent were on the — day of — granted to the said P.) during the term of — years from the date hereof, at the yearly rent of £—, payable by equal quarterly payments commencing the — day of — next. Provided that these presents shall not preclude the said P., his executors, administrators or assigns, from granting any other license for the same patent. In witness, &c.

## No. 224.

*Exclusive LICENCE to use a PATENTED PROCESS during the Residue of the TERM within a certain DISTRICT at a MINIMUM RENT and ROYALTIES, with Restriction on Alienation.*

THIS INDENTURE, &c., between (*patentee*) of the one part, and — of the other part, witnesseth as follows:—

1. The said P. grants unto the said —, his executors and administrators, the exclusive license to use, for the purposes of manufacture and sale within the district comprised in the counties of — and —-shire, and so much of the county of —-shire as lies to the eastward of a line drawn in the shortest direction between the towns of — and —, the process of the alleged invention specified in the schedule hereto (and for which letters patent were on the — day of — granted to the said P.): The said licence to subsist during the residue of the term of — years granted by the said letters patent, and the said —, his executors and administrators,



to pay on each quarterly day thereof (commencing with the — day of — next), 1stly, the royalty of £— per — for all articles manufactured during the preceding quarter (whether sold or not), pursuant to the said process; and 2ndly, the quarterly rent (whether any such articles have been manufactured or not) of £—, but deducting therefrom the total sum payable for royalties on the same quarter-day.

2. The said P. for himself, his heirs, executors and administrators, covenants with the said P., his executors, administrators and assigns (hereinafter called “the licensors”) that the said —, his executors, and administrators (hereinafter called “the licensees”) will pay the rent and royalties aforesaid at the times aforesaid; will constantly employ — men at the least in the manufacture of the said patent; will keep accurate accounts of all articles manufactured, and will not assign or underlet the present license (31) (a), (32); (*adding*), and further that the licensors will not permit any other person to use the said process within the district aforesaid, and will institute all necessary proceedings for preventing any infringement of the patent within the same district (33). In witness, &c.

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### SECT. 3.

## INSTRUMENTS OF COPARTNERSHIP.

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(Precedents 225 to 228.)

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No. 225.

ARTICLES of PARTNERSHIP *between Three PERSONS, with Unequal Division of PROFITS.*

AGREEMENT entered into this — day of —, between

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(a) Omitting the determination clause.



(A. B.) of the first part, (C. D.) of the second part, and (E. F.) of the third part, as follows :—

1. The parties shall constitute a partnership firm (under the style of —) in the business of —, for twenty-one years from the present date, subject to absolute determination at the end of the first seven or fourteen years by six calendar months previous written notice addressed to the firm, by either the said A. B. or the said C. D.

2. No partner shall do or suffer any thing whereby the partnership property may be liable to be taken in execution, nor shall any partner, without his copartner's written consent, become bail or surety for any person, nor be more than — weeks absent from the place of business of the partnership, or engage in any other business.

3. The partnership capital consists of the stock in trade of the firm for the time being, with the balance of £—, now standing to the credit of the firm at their bankers (Messrs. —). The said A. B. and C. D. are entitled in equal shares to four-fifths of the capital and profits, and the said E. F. (a) to the remaining one-fifth, the outgoings of the business (so far as the profits and capital are insufficient to meet the same) being borne by the partners in the corresponding proportions.

4. The liabilities and engagements incurred and credits allowed by any partner (exceeding the usual course of the partnership business) shall be at his exclusive risk, and the partnership be indemnified out of his separate estate.

5. Each partner may draw (being the said A. B. or C. D.) £—, or (being the said E. F.) £— quarterly on account of his share of profits, but so that, at the expiration of each year in which the aggregate drawn on account shall have exceeded the aggregate net profits, each partner shall refund to the partnership any excess drawn by him above his share of profits for the same year.

6. A rest shall be made, the partnership stock in trade taken, and the partnership accounts (both of capital and profits) balanced at the

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(a) It frequently happens that the junior partner is not in a position to bring in any capital, and his share of the profits (subject to his drawing a certain periodical sum) is accordingly directed to accumulate until it amounts to the share of capital which is to be deemed to belong to him. This arrangement however is best effected by a sub-agreement (in the nature of a security upon the junior's share of profits) to the same effect.

expiration of each year of the term (*a*), commencing with the ——— day of ——— next; the accounts, when completed, being signed by all the partners, who shall be concluded by such signature, excepting as to manifest error detected within one year.

7. At the expiration or absolute determination of the partnership, a similar stock-taking and balancing of accounts to that stipulated by clause 6 shall be made, on the completion of which the partnership property shall be divided (according to the proportions aforesaid) and mutual releases and indemnities executed between and by the parties.

8. A partial determination, as to one partner only, shall ensue by his death or a breach of some stipulation in clause 2. In this event, his copartners or copartner shall carry on the business upon the terms of these presents (including this clause); shall, at the then next stock-taking, ascertain the value of his share in the partnership property, and secure to him, his executors or administrators, by bond, the payment thereof (and of his share in the profits from the time of such determination up to such stock-taking) by four equal instalments at the expiration of the first and three succeeding half-years from the day of such stock-taking, (with interest on each such half-yearly day, on the then unpaid amount, at £—— per cent. per annum); and shall execute to him and them an indemnity by bond against the partnership liabilities. Provided that the determining partner, his executors or administrators, shall execute to his copartners or copartner a release of his partnership interest (33). In witness, &c.

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No. 226.

*PARTNERSHIP between Two FARMERS, with Equal Division of PROFITS; PURCHASE of half the STOCK by the PARTNER entering the Business, and Provision for the PURCHASE of a deceased Partner's SHARE.*

THIS INDENTURE, &c., between (A. B.) of the one part and

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(*a*) The day fixed for the yearly (or half-yearly rest) is sometimes different from that of the partnership term. In this case a slight modification of the language becomes necessary.

(C. D.) of the other part, witnesseth that, for effectuating the after-mentioned agreement of partnership, the said A. B., in consideration of £500 paid to him by the said C. D., assigns unto the said C. D., his executors and administrators, one moiety of the goodwill of the farming business heretofore carried on by the said A. B. on the premises known as — farm, at —, in — shire, with the live and dead stock employed in the said business; And further, that the said A. B. (7): It being further agreed that the parties shall constitute a partnership firm (under the style of —) in the business of farmers, upon the terms following (that is to say):—

1. The partnership shall subsist for fourteen years, subject to determination at the end of the first seven years by six calendar months previous written notice on either side (*a*), and at any time by the death of either partner.

2. The partnership capital consists of the live and dead stock for the time being employed in the said premises, and of £1000 paid in equal moieties by the parties to the credit of the said firm at their bankers (Messrs. —). The parties are entitled to the capital and profits in equal shares, the outgoings of the business (so far as the profits and capital are insufficient to meet the same) being defrayed by the parties equally.

3. The business shall be carried on at — farm aforesaid, which the partnership shall rent of the said A. B. (excepting the dwelling-house, grounds and walled garden, which are to be reserved for his private use) as yearly tenants from the — day of —, at the rent of £—, payable by equal half-yearly payments commencing the — day of —. Provided, (1) That the said tenancy shall determine at the end of — calendar months from the expiration, determination, or dissolution of the partnership. (2) That the said C. D. shall not reside upon the said premises.

4. Each partner may draw £— quarterly on account of his share of profits, but so that, at the expiration of each year in which the aggregate (*the rest as in Clause 5 of No. 225*).

5. (*Identical with Clause 6 in No. 225*).

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(*a*) Clauses 2 and 4 from Precedent No. 225 may be inserted, if desired, but they would hardly be required for a business of this kind.

6. At the expiration or determination of the partnership, a similar stock-taking and balancing of accounts to that stipulated by clause 5 shall be made, on the completion of which the partnership property shall be equally divided, and mutual releases and indemnities executed between and by the parties, their respective executors and administrators; unless (in the case of determination) the non-determining partner shall be desirous of purchasing the other's share in the partnership property, and shall signify in writing such desire to him, his executors or administrators, within — weeks from determination. In this event, the party purchasing shall, on completion of the stock-taking aforesaid, secure to the determining partner, his executors or administrators, by bond, the payment of his said share (according to the value then ascertained) by — equal instalments, at the expiration of the first and — succeeding half-years from the determination (with interest on each such half-yearly day on the then unpaid amount, at the rate of £—— per cent. per annum), and shall also execute to him and them an indemnity by bond against the partnership liabilities: Provided that the determining partner, his executors or administrators, shall execute to the party purchasing a release of his partnership interest (33). In witness, &c.

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No. 227.

DISSOLUTION of PARTNERSHIP *between Two PARTNERS, one continuing in the Business (a).*

THIS INDENTURE, &c., between (A. B.) of the one part, and (C. D.) of the other part, witnesseth as follows:—

1. For effectuating an agreement for determining the partnership business of —, heretofore carried on by the said A. B. and C. D., under articles dated, &c., and in consideration of one moiety of the profits of such business up to the — day of — last having been received by the said A. B., (and of £—— secured to him by the bond bearing even date herewith of the said C. D., being the value of the share of the said A. B., as ascertained by a stock-taking and account stated

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(a) This is of course usually the case.

between the parties of the partnership property); and also in consideration of an indemnity against the partnership liabilities, by bond bearing even date herewith (in the penal sum of £——) executed to the said A. B. by the said C. D.; The said A. B. releases unto the said C. D., his executors and administrators all interest of the said A. B. in the property and business of the said partnership, with power for the said C. D., his executors, administrators and assigns, in the name of the said A. B., his executors or administrators to recover, receive and give receipts for the same premises.

2. The said A. B. for himself (*Covenant as in Precedent, No. 208*).

3. For the consideration aforesaid, each of the parties hereto releases the other of them, his heirs, executors and administrators, from all claims in respect of the said partnership, and from all legal and equitable proceedings under the said articles or otherwise for enforcing the same. Provided that this release shall not discharge the said C. D., his heirs, executors or administrators, from his and their liability under the said bonds of even date herewith. In witness, &c.

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No. 228.

MEMORANDUM *and* ARTICLES of ASSOCIATION *under the* JOINT STOCK COMPANIES ACT, 1856.

MEMORANDUM of Association of —— the —— Company (limited), with Articles of Association annexed.

1st. The name of the Company is the —— Company (limited).

2nd. The registered Office of the Company is to be established in England.

3rd. The objects for which the Company is established are primarily, &c.; secondarily, &c. (a).

4th. The liability of the Shareholders is limited.

5th. The nominal capital of the Company is £——, divided into —— shares of £ A. each.

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(a) State these concisely, care being taken not to adopt too narrow a description which might impede the subsequent extension of the Company's operations.



We the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names. (*Schedule of names and addresses*).

#### LIMITED COMPANY.

#### ARTICLES of ASSOCIATION of the — COMPANY (Limited) (a).

It is agreed as follows :—

##### I. SHARES AND CAPITAL. a. Generally.

1. The shares shall be numbered in succession (beginning with No. 1), and the number of each share (with the existing holder's name and address, and the amount paid thereon), shall be entered in a book, to be called The Register of Shareholders, each shareholder being entitled on payment of one shilling, to a certificate under the company's seal (endorsed by the secretary) of the particulars of the share or shares held by him. Provided (1) That the first-named of joint shareholders shall be deemed the shareholder for all purposes of these articles. (2) That a person paying money on a share or signing these articles, shall be deemed to have accepted the same. (3) That £—— per share shall be paid upon allotment.

##### b. New Capital.

2. New capital may be created in shares (preferential or otherwise; and of the nominal value of £ A. or more each), which shall be first offered at par to the existing shareholders in proportion to their shares. The new capital shall be deemed original for all purposes of these articles.

##### c. Calls and Advances.

3. Fourteen days notice shall be given of calls, which

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(a) No instrument will be passed by the Registrar which is not in the shape of articles or resolutions. The Act prescribes no necessary form for these; but the arrangement of Table B. is commonly adopted, and has been followed above, with some trifling variations. If desired, the table may be more closely followed, by numbering the clauses separately, and embodying the schedules with the text.



shall not exceed £—— per share at one time, and shall bear interest at £5 per cent. per annum from the day fixed for payment. Advances may be made in anticipation of calls, and bear interest (while in advance) after the rate aforesaid.

4. The transfer of shares shall be by deed only, in the form set forth in the Schedule to the Joint Stock Companies Act, 1856, a memorial being entered in a book, to be called The Register of Transfers, and the entry endorsed by the secretary upon the deed. Persons becoming entitled otherwise than by transfer may be registered as shareholders, or, in the case of paid up shares, have any other person registered in their place; subject in the latter event to the execution (and production to the company) of such transfer as aforesaid to the nominee, and subject in either event to the production of any evidence of title required by the company. Provided (1) That the transfer books shall be closed for two weeks next preceding the after mentioned ordinary general meetings. (2) That the first named executor or administrator of a deceased shareholder shall represent such shareholder for all purposes of these articles. (3) That the company shall have a lien for any shareholder's debt to them upon his shares, and until payment may decline to register any transfer thereof. (4) That the company may purchase, hold and sell shares.

*d. Transfer and Transmission of shares.*

5. The shares shall be forfeited to the company by nonpayment of the respective calls thereon within —— days after a requisition for such payment (signed by one or more directors) shall have been posted to the shareholder's registered address, but so that the forfeiture of any share shall not discharge the shareholder's liability for the unpaid calls thereon.

*e. Forfeiture of shares.*

6. There shall be two ordinary general meetings of the company yearly (on the first Thursday in April and October), for transacting the business specified in the 1st schedule hereto, the quorum of such meetings being

II. GENERAL MEETINGS.  
*a. Ordinary.*

— or more shareholders holding together at least — shares. Provided that the October meeting shall be adjourned from week to week until completion of the business specified in the second part of the said schedule.

*b. Special.*

7. Special general meetings for any of the objects specified in the second schedule hereto may be called at any time by a circular notice to all shareholders, posted to their registered addresses, not less than seven or more than fourteen days before the meeting, and specifying its time, place and object: They may be called by the directors, with or without requisition (or by the requisitionists, being — or more shareholders, holding together at least — shares, if the directors shall not call the same within — days after a written requisition to that effect left at the company's office), and their quorum shall be — or more shareholders, holding together at least — shares. Provided (1) That two-thirds of the votes of the shareholders present (either personally or by proxy), and not declining to vote, shall be requisite for creating new capital, or purchasing any business of a nature not comprised in the company's primary objects. (2) That no special meeting shall transact any other business than that specified in the circular (*a*). (3) That a special meeting may, by a special resolution pursuant to the said act, make, alter, and amend the company's rules or dissolve the company.

*c. Generally.*

8. The following rules are applicable to all general meetings:—(1) The chair shall be taken by the chairman of directors, if present and willing; otherwise by such director as the meeting shall elect, or (if no director shall be present and willing) by such shareholder as the meeting shall elect. (2) All questions shall be decided by show of hands, unless a poll shall be demanded by

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(*a*) It is frequently convenient to hold a special meeting at the time of an ordinary meeting. In this case the notice should run "Immediately after the ordinary meeting on — next," &c., the two being kept wholly distinct.

— or more shareholders holding together at least — shares. (3) The shareholders shall have votes proportionate to the number of shares held by them, according to the scale in the third schedule hereto; Proxies (for any particular meeting and its adjournments) shall be valid if signed by the shareholder and left at the company's office at least forty-eight hours before the meeting, (and each shareholder may hold fifty such proxies, or less); And the chairman shall have a casting vote. (4) The place of meeting shall be the company's office; or if the directors shall so appoint, or (in the case of a special meeting not called by themselves) shall refuse the use of the office, any other place: And every meeting shall be *ipso facto* dissolved when the quorum is not present within an hour from the appointed time of meeting. (5) Meetings may be adjourned and notice given of the adjournment, and every adjourned meeting shall be a continuation of the meeting from which it was adjourned. (6) For the purposes of voting, the term shareholder shall import the registered holder (if not originally, for — weeks at least before the meeting) of a share or shares on which all calls have been paid, and who has no interest adverse to the question put to the vote: Provided that no vote shall be objected to under this clause except at the meeting where the same is tendered; and that persons under disability may be represented by guardians and committees.

9. The officers of the company are (1) elective: The directors and auditors, who shall be elected annually (the number being either varied or not) at the October meeting, and be re-eligible, the first directors being, &c., with power to increase their number to ten. (2) Non-elective: The secretary and solicitor, who (with all servants of the company) shall be appointed by the directors, shall hold office during good behaviour, and shall be removable (and their remuneration be fixed), either by the directors or by any special meeting. Any officer may retire by — days written notice left at

III. OFFI-  
CERS.  
a. Generally.

the company's office ; the offices shall be vacated (without prejudice to the officers' acts previous to such vacancy) by bankruptcy, insolvency, compounding with creditors, mental incapacity, or want of qualification (where required) ; and on occasional vacancies of the elective officers, the directors may make (out of qualified shareholders) an interim appointment, determining at the end of the year of office, and subject to the power of a special meeting to fill up such vacancies.

b. The Directors.

10. The direction of the company shall be regulated by the clauses following, viz. : (1) The director's qualification shall be ten shares (or more) a piece ; they shall be — at least, and not more than ten in number ; and — of the directors shall retire annually on the day of the October meeting, the persons to retire being fixed by ballot among the directors until all the first directors have retired, and then according to seniority of office. (2) The directors' meetings shall be in their own discretion and be regulated by their standing orders, except that the quorum of such meetings shall be — at least, and that no director shall have more than one vote as such, or be entitled to vote or act as such in relation to any contract in which he is interested. A chairman of the directors (who shall be entitled to a casting vote at their meeting) shall be chosen at their first meeting in every year, his place being supplied on any vacancy by a fresh choice, and, if absent, by the directors appointing one of themselves to take the chair. (3) Subject to the regulations of the said act and these articles, and to any further regulations (which shall not invalidate the directors' previous acts) prescribed by a general meeting, the directors shall manage the company's affairs with all such powers as are not hereby or by the said act made exercisable by general meetings, and particularly with the powers specified in the 4th schedule hereto ; the power of raising new capital and of purchasing any business of a nature not comprised in the com-

pany's primary objects being subject to the sanction of such majority of the shareholders as provided by the 7th of these articles. (4) The directors shall make a general yearly report at the October meeting, and shall deliver to the auditors — weeks at least before both ordinary meetings the accounts for the preceding half-year, with a balance-sheet signed by three directors at least, of whom one shall be the chairman: And such balance-sheet, with the auditor's report thereon, shall be read at the ordinary meeting next ensuing.

11. There shall be two auditors of the company, who may be shareholders, and may inspect the company's accounts at all times, and report, if they shall think fit, on the propriety of any alterations in the mode of keeping and balancing the same. The auditors shall report on the accounts and balance-sheet delivered to them pursuant to article 10 within — weeks from such delivery, and may either confirm the same or report specially thereon.

c. The Auditors.

12. The secretary's duties are specified in the fifth schedule hereto. In case of his absence or temporary incapacity, the directors may appoint an interim secretary.

d. The Secretary.

13. Dividends shall be payable out of profits only, and the declaration thereof shall be subject to the sanction of some general meeting, and to the reservation by the directors, if they shall think fit, of a fund of any amount for the purposes of the company. Provided (1) That any shareholder's debt to the company shall be deducted from the dividend payable to him. (2) That dividends unclaimed for three years after notice of the declaration thereof shall have been posted to the registered address of the shareholders entitled to the same, shall be forfeited to the company. (3) That as against the company no dividend shall bear interest. (4) That the reserved fund shall be either invested or not, at the directors' discretion, but all investments thereof shall be subject to the sanction of some general meeting.

IV. DIVIDENDS.



## V. DOCUMENTS OF THE COMPANY.

14. The company's documents shall be kept at the principal office, and the shareholders may require copies (at 1s. each) of these articles and the register books, and may also without fee inspect and copy all documents of the company. Provided (1) That (except during the twenty days preceding the April and October meetings) the inspection of the company's documents shall be subject to the written consent of three directors. (2) That the register of shareholders shall be conclusive evidence of the title to shares. (3) That share certificates shall be *primâ facie* evidence of such title, and signed and sealed entries in the books, and signed and sealed copies of the rules and registers shall be *primâ facie* evidence of such entries, rules and registers, and the validity thereof respectively.

## VI. DISSOLUTION.

15. When two-thirds of the subscribed capital has been lost or become unavailable, the directors shall take the necessary steps for winding up the company under the said Act.

## VII. GENERALLY.

16. Provided (1) That (except as herein incorporated) the provisions of Table B. shall not apply to the company. (2) That a shareholder's signature to these articles shall be deemed a confirmation by him of all acts done by or in relation to the company (as well before as after its establishment) up to the date of such signature.

## THE 1ST SCHEDULE.

*Business of Ordinary Meetings.*

## The 1st Part.

*Business common to both Meetings.*

1. To receive the directors' and auditors' reports, and pass accounts.
2. To examine the books and take stock.
3. To declare dividends.
4. To authorize the forfeiture, purchase and sale of shares to and by the company.



5. To confirm the directors' acts under their powers, and to deliberate generally on the company's affairs.

The 2nd Part.

*At the October Meeting only.*

To elect and fix the remuneration of the elective officers.

#### THE 2ND SCHEDULE.

*Objects for which Special Meetings may be called.*

1. To fill up occasional vacancies of the elective officers, and to remove and fix the remuneration of the non-elective officers and the company's servants.

2. To vote new capital, to sanction the purchase of any business of a nature not comprised in the company's primary objects, to return to the company (conformably with the said Act) any subscribed capital not required for the company's purposes, and to vary the amount of any reserved fund.

3. To transact any business specified in the first part of the first schedule, and any other business submitted to them by the directors.

#### THE 3rd SCHEDULE.

*Scale of Votes.*

A shareholder holding 1 and not more than 5 shares, shall have 1 vote.				
„	6	„	10	„ 2 votes.
„	11	„	30	„ 3 votes.
„	31	„	50	„ 4 votes.
And 4 votes additional for every 50 shares.				

#### THE 4th SCHEDULE.

*Special Powers of Directors.*

1. To raise new capital (but see Articles 7 and 10).

2. To raise money (not exceeding in the whole the aggregate of the unpaid up capital and of two-thirds of the actual expenditure on the purchase of land and the purchase or construction of works) upon the security of the company's property, or on the bonds, debentures,

loan notes or promissory notes of the company, or any other available security.

3. To purchase or rent any land for the construction of works, and also any existing works, stock or apparatus, and any established business conducive to the company's said objects, whether primary or otherwise (but see Articles 7 and 10); also to construct works on the company's lands, and to sell, exchange or lease any property of the company, applying the monies arising thereby as capital.

4. To make, issue, indorse or accept all such bills of exchange, debentures, promissory notes and loan notes, and to create and incur on behalf of the company, by contract or otherwise (not exceeding the usage of the trades contracted or dealt with), all such liabilities as the company's business shall require.

5. To invest the monies in their hands (not required for the company's business, or as a reserve fund) in or upon any stocks, funds, shares or securities, not being (*investments objected to should be here specified*), and to vary the existing investments thereof.

6. To compound for or abandon debts to the company, and to allow time for payment thereof, either with or without composition or security.

#### SCHEDULE 5.

##### *Duties of the Secretary.*

1. To attend all directors' and general meetings; to minute the proceedings at such meetings, and to record and report to the October meeting the directors' attendances at these meetings.

2. To make all entries, endorsements and copies, and give all notices required by the articles, and to make such other entries, and perform such services as the directors shall require.

3. To keep the company's seal, and affix it to the minutes and entries in the registers, and elsewhere, as the directors shall require.

4. To receive and report to the directors' meetings all resignations, requisitions for meetings, and other matters to be brought under their consideration.

(*Names and Addresses of Subscribers*).

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## SECT. 4.

## MISCELLANEOUS INSTRUMENTS.

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(Precedents 229 to 234).

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## No. 229.

*DEED of COMPOSITION with CREDITORS.*

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.) and (E. F.) of the second part, and the other persons whose names and seals are hereunder signed and set (being creditors of the said A. B.) of the third part, witnesseth as follows:—

1. The said A. B. assigns unto the said C. D. and E. F., their executors and administrators all the personal property of the said A. B. (with power for the said C. D. and E. F. and the survivor of them, his executors or administrators, or their or his assigns, or his or their substitute or substitutes, in the name of the said A. B., his executors or administrators, to recover, receive and give receipts for the same premises), Upon trust that the said C. D. and E. F. and the survivor of them, his executors or administrators, or their or his assigns, shall realize the said premises either by sale or otherwise (with absolute discretion as to the conditions, time and mode of sale, and with power to buy in and resell the premises, to contract and rescind contracts, and to execute assurances), and shall pay the monies realized, with all intermediate income (after satisfying all expenses of the trust and of the preparation of these presents), to the creditors of the said A. B. rateably, according to their respective debts. Provided (1) That the said trustees or trustee may allow the said A. B. to retain any wearing apparel or household furniture; may employ, at such remuneration as they or he shall think fit, any person or persons (including the said A. B.) in winding up the affairs of the said A. B.; may abandon or compound any suit or action; and may at all times pay in full any creditor whose debt is under £ A. (2) That all

monies for the time being in the trustee's hands above £—— shall be paid into the banking house of Messrs. ——. (3) That the trustees' receipts shall discharge all persons paying purchase or other money or transferring trust property from liability in regard to the application thereof. (4) That the surviving and continuing (*the rest as in (42), Clauses 2, 3 (a) and 4*).

2. In consideration of the foregoing assignment, the said parties hereto of the second and third parts release the said A. B., his heirs, executors and administrators, from all debts or claims due from him to the said parties hereto of the second and third parts respectively, and from all legal and equitable proceedings for recovering and enforcing the same.

(b) [3. Provided (1) That no creditor's specific security, of which he shall have delivered a written account to the said trustees or trustee, shall be prejudiced by these presents; but so that no creditor holding a specific security shall be entitled to a dividend in respect of any debt not so secured, unless he shall vest the security or securities held by him in the said trustees or trustee upon the trusts and subject to the clauses and provisoes herein expressed. (2) That unless executed on or before the — day of — by all creditors of the said A. B. (whose debts are above £ A.), these presents shall become inoperative for all purposes, and the said A. B., his executors or administrators, shall be entitled, at his and their cost, to a reassignment of the premises hereby assigned (so far as the same shall not have been realized), and to all monies then in the trustee's or their bankers' hands. (3) That if while these presents shall continue in operation, the said A. B. shall be arrested, or any legal or equitable proceedings be commenced by a creditor or creditors who have not executed the same, the said trustees and trustee shall bail the said A. B. and discharge (with or without defending the same and either by way of compromise or not) such creditor's debt or debts, with all expenses.] In witness, &c.

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(a) Substituting in clause 3 after responsible, "for omitting to realize any of the premises notwithstanding."

(b) These clauses in brackets might be omitted in many Composition Deeds.

## No. 230.

WORKMAN'S AGREEMENT *with a MINING COMPANY abroad.*

AGREEMENT made this — day of —, between the — Company of the one part, and (A. B.) of the other part, as follows:—

1. The said Company engage the said A. B. as — at their mines in —, for — years from the present date, at the yearly salary of £—, payable by equal weekly payments commencing at the end of the first week after the said A. B. shall have landed in —.

2. The said Company are to defray all expenses of the said A. B., not exceeding £—, from the present date to the time of his landing in —.

3. The said A. B., during the continuance of this engagement, is to be entirely under the orders of the Company's mining agent, and to employ himself for the Company's benefit at their mines as such agent shall direct.

4. This engagement may be determined at the end of the third year by — weeks previous written notice from the Company's agent to the said A. B., or at any time by one week's written notice from the said A. B. to the Company's agent, who may also at any time discharge the said A. B. by one week's written notice to him, if he shall fail to observe the stipulations herein on his part contained.

5. If this engagement shall have continued three years, the Company shall (except in the event of the said A. B. being discharged under the preceding clause) defray his expenses (not exceeding £ A.) from the expiration or determination of the engagement to the time of his landing in England.

6. If this engagement shall not have continued three years, the Company shall (except in the event aforesaid) defray all expenses of the said A. B. from determination thereof to the time of his landing in England, not exceeding the respective sums following (that is to say):—If the engagement shall have continued two years or more, the sum of £— (a), if one year and less than two years, the sum of £— (b), and if less than one year, the sum of £— (c).

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(a) Two-thirds of £ A.      (a) One-third of £ A.      (a) One-sixth of £ A.



7. That under no circumstances shall the said Company be liable to make any payment to or on behalf of the said A. B., except as herein specified. In witness, &c.

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No. 231.

DEED of AGENCY from BREWERS in the Country to a LONDON AGENT.

AGREEMENT made this — day of —, between (A. B.) and (C. D.) of the one part, and (E. F.) of the other part, as follows:—

1. The said A. B. and C. D. engage the said E. F. as their sole agent in London and within ten miles therefrom (measured from the Mansion House), for the sale of the ales brewed by the said A. B. and C. D., from the — day of —, for the term of five years: Provided that all ales sold and delivered by the said E. F. shall be invoiced in the names of the said A. B. and C. D.

2. The said E. F. shall conduct the business at such office or offices as he shall think fit, and shall also occupy suitable cellars for warehousing the ales consigned to him by the said A. B. and C. D.

3. The ales consigned as aforesaid shall be delivered at the cellars free of cost to the said E. F.; but all expenses of or incidental to the sale and delivery thereof to customers, subsequently to such warehouse delivery (including the rent and outgoings of such office or offices and cellars as aforesaid, the discount to customers, the expenses of advertising, and the salary of all persons employed by the said E. F. for the purposes of these presents), shall be borne by him exclusively.

4. The said E. F. shall receive, and may in the first instance retain from all monies in his hands as such agent as aforesaid in priority to all other payments thereout (and without reference to the particular sale or sales from which the same may have arisen), the commissions following, viz.: 8s. per barrel on all ales sold at 45s. per barrel (being the present selling price of the best ales), and a sum calculated in the same proportion of eight 45ths of the selling price on all ales sold at any greater or less price than 45s. per barrel, and also on any quantity less than a barrel.



5. The said E. F. may allow three calendar months (or less) credit from delivery to any customer, but may not, without the written consent of the said A. B. and C. D., allow any larger credit. Provided that all credit allowed by the said E. F. (whether with consent or not) shall be at the ultimate risk of the said E. F., who shall make good to the said A. B. and C. D. (less such commission as aforesaid) the value of all goods sold by him as their agent.

6. The said A. B. and C. D. may at all times enter the offices and cellars of the said E. F., and inspect the condition and mode of warehousing the ales, and take stock thereof, and may also inspect the books of account of the said E. F.; and the said E. F. will make any alteration in the mode of warehousing or keeping accounts required by the said A. B. and C. D.

7. The said A. B. and C. D. shall at all times consign to the said E. F. such quantity of ales as he shall be capable of warehousing, and at their own cost remove from his cellars all ales which shall be unsaleable from inferiority of quality (reimbursing him all expenses attendant thereon); and also shall not, within five years from the present date, (unless this agency shall determine by the death of the said E. F., or by virtue of the subsequent proviso) appoint any agent other than the said E. F. for the sale of their ales within the district aforesaid, nor directly or indirectly sell the same to any person within such district; It being agreed that the said E. F. shall receive (and may retain as aforesaid) as liquidated damages the same commission on all goods sold in breach of this stipulation as he would have been entitled to if sold by himself.

8. Provided (1) That at the determination (otherwise than by virtue of the next clause) of this agency, the said A. B. and C. D. shall, within one calendar month from determination thereof, pay to the said E. F., his executors or administrators, as a compensation for his loss of profit and expenses, a sum equal to — per cent. upon the average of his commission during the — calendar months then next preceeding, or (if less than — months have elapsed from the present date), then from the present date. (2) That this agency shall *ipso facto* determine (without prejudice to any right or remedy of the said A. B. and C. D.) upon any fraud committed by the said E. F., or upon his failing to observe any stipulation herein on his part contained for — weeks

after written notice by the said A. B. and C. D., requiring him to observe the same, shall have been posted to his address above written. In witness, &c.

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## No. 232.

DEED of SUB-AGENCY in LONDON for the Sale of ALES consigned  
by a COUNTRY BREWER (a).

AGREEMENT made this — day of — between E. F. of the one part, and G. H. of the other part, as follows :—

1. The said E. F. engages the said G. H. as his agent in London, and within ten miles thereof (measured from the Mansion House), for the sale of the ales brewed by Messrs. (A. B.) and (C. D.), of —, in —shire (and consigned by them to the said E. F. as their sole agent within the district aforesaid, pursuant to an agreement bearing even date herewith) from the present date for the term of five years, or such part thereof as the agency of the said E. F. under the said agreement shall in fact subsist. Provided (1) That all ales sold and delivered by the said G. H. shall be invoiced in the names of the said A. B. and C. D. (2) That the said G. H. may not, without the written consent of the said E. F., allow any longer credit than three calendar months from delivery to any customer.

2. The said E. F. shall appoint all persons employed in the business of this agency, and shall also direct at what office or offices the same shall be carried on.

3. All expenses (not defrayed by the said A. B. and C. D.) of or incidental to conducting the business of this agency (including the sale and delivery of goods to customers, the rent and outgoings of such office or offices as aforesaid, and of the cellars occupied by the said E. F. for warehousing the ales consigned to him as aforesaid, the discount to customers, and the salary of all persons employed in the business of this agency), shall be borne exclusively by the said E. F.

4. The said G. H. shall receive and may in the first instance retain

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(a) See the preceding Precedent.

from all monies in his hands as such agent as aforesaid, in priority to all other payments thereout (and without reference to the particular sale or sales from which the same may have arisen), a £5 per cent. commission (less one moiety of all bad debts made during this agency), 1st; Upon the gross amount of the commission to which the said E. F. is entitled (under the said agreement of even date herewith) upon the monies in the hands of the said E. F. and G. H. respectively as such agents as aforesaid; 2ndly Upon the gross amount of all monies which the said E. F. may be entitled to receive as compensation or liquidated damages under the same agreement; It being agreed that, for the purposes of this clause, all debts shall be considered bad which shall not be paid at the expiration of — calendar months from the making thereof (and whether the credit thereon shall have been given or not in respect of goods sold by the said E. F., and whether or not with the consent of the said A. B., C. D. and E. F., or any of them); But so that the said G. H. shall receive and may retain as aforesaid (without being subject to such deduction as aforesaid) a sum equal to the amount ultimately paid in respect of every such bad debt.

5. *Proviso for determination as in the preceding Precedent, clause 8, s. (2); also proviso that G. H. shall not be deemed a partner. See Precedent, No. 207, c. 8).* In witness, &c.

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No. 233.

DETERMINATION of AGREEMENT for working a PATENT INVENTION.

AGREEMENT made this — day of — between (A. B.) of the one part and (C. D.) of the other part as follows. The said parties determine the agreement between them, dated, &c. (under which they have for some time past worked an English patent, dated, &c. for the alleged invention of the said A. B. mentioned in the schedule hereto) upon the terms following (that is to say) :—

1. The said A. B. shall upon the execution hereof pay to the said C. D. £—, on account of his disbursements in obtaining a French, Belgian and other foreign patents for the said invention, and

applying for an American (United States) patent for the same, and generally in working the said English patent under the said agreement; and shall pay to the said C. D. the residue of his said disbursements by equal moieties at the expiration of the first and second half-years from the present date, with interest on each such half-yearly day on the then unpaid amount of such residue at £ — per cent. per annum.

2. The said C. D. shall be entitled absolutely to the said Belgian patent. He shall also be entitled to the said United States patent, if obtained; otherwise, to the deposit made on the application for such last mentioned patent (when returned by the United States Government), and to such one other of the said foreign patents (not being the said French patent) as he shall select.

3. The said A. B. shall at the cost of the said C. D., his executors, administrators or assigns, do all acts required for vesting in him or them or facilitating his or their recovery of the patents and deposit (or any of them) to which he or they shall become entitled under the preceding clause.

4. Excepting as herein otherwise mentioned, the benefit of the said invention, and all present and future patents for the same, shall belong exclusively to the said A. B., his executors, administrators and assigns. In witness, &c.

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No. 234.

CONTRACT *with BUILDERS for the Erection of* TWO DWELLING HOUSES.

AGREEMENT made this — day of —, between (A. B.) and (C. D.) of the one part, and (E. F.) of the other part, as follows:—

1. The said A. B. and C. D. shall, in consideration of £1200 to be paid to them by the said E. F. as hereinafter mentioned, forthwith at their own cost build and complete, fit for a tenant's occupation, upon the piece of ground described in the first schedule hereto, two dwelling-houses, with the out-buildings fencing and other works appearing by the elevation plans and specification signed by the said A. B., and



C. D., and annexed as the second schedule hereto; Such buildings to be pursuant to the elevation plans and specification aforesaid, and to be in all respects to the satisfaction of X. Y., the surveyor of the said E. F.

2. The said A. B. and C. D. shall, at their own cost, make good all damage to adjoining property consequent upon such building as aforesaid, and cart away all rubbish and superfluous earth; And shall at the like cost keep the said buildings (until possession thereof is delivered to the said E. F.) insured against fire in £—— in the —— office, and deliver the policy and receipt for the current premium thereon to the said E. F.; The monies recovered under such insurance being applied in reinstating the premises under the direction of the said X. Y., and the said A. B. and C. D. making good any deficiency.

3. The said dwelling-houses shall be covered in by the A. day of A., and the whole of the buildings completed by the B. day of B.; the said E. F. being entitled to receive as liquidated damages (and retain in the first instance out of any monies payable by him under this agreement) £5 for every week after the said B. day of B. during which the said buildings shall continue incomplete or unfit in any respect for a tenant's occupation, and also £5 for every week after the said A. day of A. and up to the said B. day of B., during which either of the said dwelling-houses shall continue not covered in.

4. The said X. Y. may require the said A. B. and C. D. to dismiss workmen, to replace materials with others of a better quality, and to employ additional workmen and materials. In the event of their omitting to do so for —— days after his written requisition to that effect, he may in his option either hire any additional workmen (and purchase any additional or other materials), or discharge the said A. B. and C. D. and employ any other person or persons to complete the said buildings; the expences under this clause being retained by the said E. F. out of any monies payable by him under this agreement. Provided (1) That in the event of the discharge of the said A. B. and C. D. by virtue of this clause, any balance due to them under this agreement shall not be deemed payable until the end of one calendar month after completion of the buildings, or the expiration of six calendar months from such discharge, whichever shall first happen. (2) That

all materials brought upon the ground and not disapproved of by the said X. Y., shall be deemed the property of the said E. F. and be used in the said buildings.

5. The said E. F. shall pay to the said A. B. and C. D., the said sum of £1200 (without interest), by instalments of £150 each for every £200 of work which the said X. Y. shall certify to have been executed under this agreement, such instalments to be payable within one week from the date of every such certificate.

6. The said A. B. and C. D. shall execute the said works with such variations as the said E. F. shall in writing require, the charges for the same being referred to the said X. Y., whose decision thereon shall conclude all parties hereto. Provided (1) That no day-work shall be included in the charges under this clause, unless a written account thereof shall have been delivered to the said X. Y. by the end of the week when the same was performed. (2) That no variation under this clause shall avoid or (excepting to the extent of the time occupied or outlay incurred therein) vary this agreement.

7. If the said X. Y. shall die, the said E. F. may appoint any other person in his place, who shall be deemed the surveyor of the said E. F. for all purposes of this agreement, as if such person's name had been herein inserted throughout instead of that of the said X. Y. In witness, &c.



## APPENDICES.

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### APPENDIX A.

SPECIMENS OF ASSURANCES AND AN ABSTRACT OF  
TITLE PREPARED IN ACCORDANCE WITH THE FORMS  
IN THIS VOLUME.



## OBSERVATIONS.

THE writer has decided (not without some uneasiness) on omitting from these Precedents the clauses known as the "All the estate" clause, and the "habendum." The former is clearly neither a necessary nor a convenient appendage to a deed (*a*), so that the only ground for retaining it would be that of established usage. But this would equally have precluded the adoption of other retrenchments now almost universal; for instance, the omission of the preterite tense in conveyances ("Hath granted and by these presents Doth Grant"), and of the clause in the operative part, commencing, "And the reversion and reversions." As regards the "habendum," in addition to this prescriptive claim, it has come to be considered not only a convenient but an essential part of a deed. That it is not *essential*, however, is most clear. Supposing, for instance, the case suggested by Blackstone of a grant to A. and his heirs, habendum to A. for life. "In this case," (as Blackstone observes) "the habendum would be utterly void, for an estate of "inheritance is vested in A. before the habendum comes, and shall not be divested by it." In other words, the habendum had no operation in vesting the estate, and (the modification intended by it having failed) the deed was as valid and perfect without it as with it. It might be argued, indeed, that although this were true of an unmodified gift, yet that where such a modification was intended, it must, if expressed anywhere, be in the habendum. But on this Blackstone's authority is decisive. "The office of the habendum," he says, "is properly to determine" what estate or interest is granted "by the deed, *though this may be performed, and sometimes is performed, in the premises.*" Why not then always? This leads to the only remaining point, that of *convenience*. Now, without denying that the habendum has frequently been useful in the way of recapitulation, where the parcels and other matters have run to a great length, still it is clear that this reason would cease when a more concise phraseology was adopted; while there appears to be no reason at all why subdivisions and qualifications of interest may not be expressed at least as clearly in the premises as in any subsequent clause. It will be observed that the receipt clause is also omitted from the present forms. As is well known, this clause is wholly useless without the indorsed receipt for the consideration; and with it, it is obviously superfluous.

(*a*) There is some tradition extant of a rent-charge which, having eluded the other snares laid for it by conveyancing ingenuity, at length became entangled in the meshes of an "All the estate" clause.

## 1. CONVEYANCE of FREEHOLDS.

THIS INDENTURE made the 5th day of August 1855, Between John Travers, of Walthamstow, in Essex, Esq., of the one part, and Edward Gidley of Lewisham, in Kent, Esq., of the other part, witnesseth as follows.

1. The said John Travers, in consideration of 1500*l.* paid to him by the said Edward Gidley, Grants unto the said Edward Gidley and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances.

2. It is declared that no widow of the said Edward Gidley shall be dowerable out of the premises.

3. The said John Travers for himself, his heirs, executors and administrators, covenants with the said Edward Gidley, his heirs and assigns, that, notwithstanding any thing done or knowingly suffered by the said John Travers, he is entitled to execute this grant of the premises, free from incumbrances; and that he and every person claiming under or in trust for him will, at the cost of the said Edward Gidley, his heirs and assigns, do all acts required for perfecting such grant. In witness, &c.

THE SCHEDULE above referred to.

*Parish of Walthamstow, in Essex, part of "Hick's Farm."*

No. and Name.	Description.	Contents.	Occupation.
<i>Parish Map</i>		A. R. P.	
273 Barn Close	Meadow		Charles Selves
274 The Hollies	Arable		Ditto
275 Copse			Ditto

## 2. MORTGAGE of FREEHOLDS.

THIS INDENTURE made the 11th day of June, 1856, between David Walters of Hastings, in Sussex, brewer, of the one part, and Charles Blackney of the same place, Esq., of the other part, witnesseth as follows:—

1. In consideration of £1500 paid to him by the said Charles Blackney, the said David Walters, for himself, his heirs, executors and administrators, covenants with the said Charles Blackney, his executors and administrators, that the said David Walters, his heirs, executors, administrators or assigns, will pay to the said Charles Blackney, his executors, administrators, or assigns, £1500, with interest after the rate of £5 per cent. per annum, on the 11th day of December next.

2. For the consideration aforesaid, the said David Walters grants unto the said Charles Blackney and his heirs the hereditaments described in the

schedule hereto, with their legal or usual appurtenances: Provided that if the foregoing covenant shall be satisfied on the 11th day of December next, the said David Walters, his heirs and assigns, shall be entitled to a reconveyance of the premises at his and their cost.

3. The said David Walters, for himself, his heirs, executors, administrators and assigns, covenants with the said Charles Blackney, his heirs, executors, administrators and assigns, that the said David Walters is entitled to execute this grant of the premises, free from incumbrances, and that such grant shall, if required, be perfected at the cost (excepting as regards foreclosed or sold premises) of the said David Walters and his estate; And further, that the said David Walters, his heirs, executors and administrators, will pay to the said Charles Blackney, his executors, administrators and assigns, interest after the rate aforesaid on all principal monies continuing hereby secured, by equal half-yearly payments on the 11th day of June and the 11th day of December.

4. The holders or holder of this security (whether varied or not on transfer) may sell the premises, and upon every sale (or attempted sale) and assurance thereof, may deal with the premises and the purchase monies as absolute owners or owner, excepting as mentioned in the next proviso (but so that, as regards the purchaser's protection, such ownership shall be deemed absolute without exception): Provided that the purchase money shall be paid (after discharging expenses and all monies continuing hereby secured) to the said David Walters, his executors, administrators, or assigns; and that (unless some interest shall be forty days in arrear) no sale shall be made without six calendar months written notice to the said David Walters, his executors or administrators; such payment and notice as aforesaid to the executors or administrators of the said David Walters being sufficient as against all persons actually or possibly interested in the equity of redemption, without reference to the nature of the premises. In witness, &c.

THE SCHEDULE, &c.

### 3. SETTLEMENT *of* PERSONALTY.

THIS INDENTURE made the 4th day of September, 1856, between Charles Standish of Basingstoke, in Hampshire, carpenter, of the first part, Mary Davies of the same place, spinster, of the second part, and Charles Davies, farmer, and John Newton, gentleman, both of Andover, in Hampshire, of the third part; witnesseth that in consideration of an intended marriage between the said Charles Standish and Mary Davies, it is agreed as follows:—

1. The said Charles Davies and John Newton shall hold £120. £3. per cent. Consolidated Bank Annuities transferred into their names by the

said Charles Standish, Upon trust, that they and the survivor of them, his executors or administrators, or their or his assigns, shall either retain or (subject until the death of both the said Charles Standish and Mary Davies to the written consent of such of them as shall be living) realize the premises and the investments for the time being under this trust and (subject as aforesaid) invest the monies realized in or upon any stocks, funds, shares, or securities, not being Irish or foreign, or the personal security of any person.

2. The said trustees or trustee shall (after the said marriage) pay the income of the said premises; during the joint lives of the said Charles Standish and Mary Davies, to the said Mary Davies for her separate use (and so that no anticipation thereof shall be valid); and after the death of either of them, to the survivor during his or her life.

3. Subject to the foregoing trusts, the premises shall be held In trust for such children or child of the marriage and in such manner as the said Charles Standish and Mary Davies shall by deed, or the survivor shall by deed, will or codicil, appoint; and so far as the same shall be unappointed, In trust for the children equally (or child, if but one) of the marriage attaining twenty-one years or (being daughters or a daughter) marrying, (but so that no child shall take any unappointed share without bringing his or her appointed share into hotchpot); and on failure of the foregoing trusts, In trust for the said Charles Standish, his executors and administrators.

4. The said trustees or trustee may (without prejudice to the trusts preceding the creation of such interest) raise, and apply for any minor's benefit, half or less of his or her interest under the trust, and apply the income of any minor's interest for his or her maintenance and education (payment to a guardian being deemed such application); and accumulate any surplus, Upon the trusts and with the powers of the principal from which the same proceeded or the income thereof.

5. Provided (1) That the trustees' receipts shall discharge persons paying or transferring trust property from liability in regard to the application thereof. (2) That the said Charles Standish and Mary Davies and the survivor, and after such survivor's death the surviving or continuing trustees or trustee, or the executors or administrators of the last surviving or continuing trustee, may appoint one or more persons in the place and with the powers of every original or future trustee who shall die, retire, or be abroad, or refuse or become incapable to act, the premises being on each appointment either revested or not at discretion. The vacancies may be supplied either at the same or several times and in any order, and every refusing or retiring trustee shall be deemed continuing, for the purpose of supplying (if willing) his own or any other then subsisting vacancy. In witness, &c.



4. ABSTRACT of the TITLE of A. B. to — FARM, containing —  
ACRES or thereabouts, situate at —, in — shire (a).

1st Jan'y. 1726.—BY INDENTURE between M. and N., his wife, and O., their daughter, of the first part, (P.) of the second part, and X. Y. and Z. of the third part.

1. In consideration of an intended marriage between the said P. and O., the said M. granted and the said N. (with the concurrence thereby testified of the said M.) granted and disposed of unto the said X. Y. and Z. and their heirs, the hereditaments described in the two schedules thereto, with their appurtenances.

2. Covenants for title and further assurance.

3. Declaration that the grant should enure, Until solemnization of the marriage, to the use of the said M. and his heirs, And after solemnization thereof to the use of the said M. during his life; With remainder as to the 1stly scheduled hereditaments to the use of the said N. during her life, and after her death as to the same hereditaments (and also as to the 2ndly scheduled hereditaments after the death of the said M.), to the use of the said P. during his life; With remainder to the use of the said O. during her life; With remainder to the use of the said X. Y. and Z., their executors, administrators and assigns, for the term of 200 years, Upon trusts for securing portions to younger children; And subject thereto, to the use of the first and other sons successively of the said marriage and the heirs male of their respective bodies; With remainder to the daughters of the said marriage and the heirs of their respective bodies, as tenants in common; With remainder to the use of the said X. Y. and Z., their executors, administrators and assigns, for the term of sixty years, Upon trust that the said X. Y. and Z. and the survivors and survivor of them, his executors or administrators, or their or his assigns should, (in the event which happened of the said O. dying without issue by the said P. living at her death), out of the income of the premises comprised in the said term, or by sale or mortgage thereof, raise £2000 and pay the same to the said M. if he should survive the said O., otherwise to such person or persons as the said O., whether covert or sole, should by will or codicil appoint, and so that the whole or any part of the same sum, if unappointed, should not be raised; And subject thereto to

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(a) This abstract is prepared from an actual original which occupies *one hundred and four* brief sheets. It is assumed that the forms of the present work have been employed, and that the law during the period covered by the title stood as at present.

the use of the right heirs of the said P. Provisoos, clauses and powers not affecting the trusts of the said sixty years term or the ultimate limitation to the right heirs of the said P.

THE 1ST SCHEDULE.

THE 2ND SCHEDULE.

Comprising (amongst other hereditaments) the property now sold (with the exception of — acres) by the following description, &c. (a).

Executed by M. N. O. and P. and acknowledged by N.

30th April, 1726.—The said marriage solemnized.

„ 1726.—M. died.

„ 1730.—N. died.

„ 1733.—O. died without issue.

23rd March, 1737.—BY INDENTURE between Ma. and S. his wife, and Mb. and T. his wife, of the one part, and the said P. of the other part.

1. For effectuating an agreement, dated the 14th day of March, 1737, made an order of the Court of Chancery on the 17th day of the same month, (and entered into by the parties to abstracting Indenture for putting an end to the matters in question between them in relation to the validity of the said abstracted settlement or otherwise, in certain causes then lately pending in the said Court); And in consideration of £2320 paid to the said Ma. and Mb. pursuant to the said agreement by the said P. (being the aggregate of the principal and interest at £4 per cent. from the death of the said O., of the sum of £2000 appointed by her will, dated the 20th day of January, 1729, under her aforesaid power in the said settlement, in favour of her mother, who predeceased her); The said Ma. and Mb., according to their estate and interest in right of their said respective wives as the coheiresses of the said M. did, and each of them did grant and release, and the said S. and T. with the concurrence thereby testified of their said respective husbands did, and each of them did grant, dispose of and release unto the said P. and his heirs the hereditaments described in schedule thereto with their appurtenances, discharged from all claims of the said S. and T. and the said Ma. and Mb. in right of their said wives or any of them, adversely to the said settlement or otherwise howsoever.

2. Covenants for title and further assurance.

Executed by the said Ma. Mb. and S. T., and  
acknowledged by the said S. and T.

Receipt for £2320 indorsed.

19th Feb., 1740.—Death of P. intestate and without issue, leaving his brother Q. his heir-at-law.

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(a) The parcels should be inserted here.

2nd April, 1740.—Administration to P. by Prerogative Court of Canterbury.  
 2nd Mar., 1754.—Death of Q. intestate and unmarried, leaving his brother  
 R. his heir-at-law.

24th May, 1754.—Administration to Q. by Prerogative Court of Canterbury.  
 15th April, 1767.—Death of R. intestate and unmarried, leaving his brother  
 U. his heir-at-law.

11th May, 1767.—Administration to R. by Prerogative Court of Canterbury.  
 13th Aug. 1734.—U. married, had issue Ua. (born 6th October, 1736),  
 and other children.

28th July, 1778.—Will of U.

1. Specific and pecuniary bequests to wife and others.

2. Devise of real estate to the use of testator's wife during her life ;  
 remainder to the use of said Ua. during his life ; remainder to the use of  
 V. (the eldest son of Ua.) during his life ; remainder to the use of the  
 first and other sons of the said V. successively, and the heirs male of  
 their respective bodies successively, with remainders over, and the ultimate  
 remainder to the use of testator's right heirs.

3. Provisoos and clauses not affecting the entail as abstracted.

Executed by the said testator and attested  
 by two witnesses.

4th April, 1779.—U. died.

12th Nov. 1774.—Ua. married, had issue V. (born 31st August, 1776)  
 and two other sons.

3rd June, 1784.—Testator's wife died.

10th Octr. 1792.—Will of Ua. devising his real estate to the use of V.  
 during his life, with remainder to the first and other sons of the  
 said V. successively in tail male, with remainders over, and the  
 ultimate limitation to the use of testator's right heirs. Bequest  
 of testator's personal estate to X. and Y., Upon trust, to realize the  
 same and invest the monies realized and testator's ready money  
 (after satisfaction of his funeral and testamentary debts and legacies)  
 in the purchase of real estate (including chattels real), to be settled  
 to the uses upon the trusts, and subject to the clauses and provisoos  
 subsisting under his will in respect of his real estates thereby  
 limited in use.

23rd Nov. 1793.—Ua. died.

12th Oct. 1793.—Will of Ua. proved in — Court of —.

26th May, 1804.—V. married —, had issue W. born 25th January, 1811,  
 and other sons.

4th June, 1833.—V. died.

17th Jan. 1835.—By deed of disentail between said W. of the one part,  
 and C. D. of the other part :

1. The said W. granted unto the said C. D. and his heirs the real estate

by the said will of the said U. limited, &c. (limitations stated as above abstracted), with their appurtenances.

2. Declaration—that the foregoing grant should enure to the use of the said W. and his heirs.

Executed by both parties, attested by two witnesses.

Inrolled in Chancery, 27th January, 1835.

7th July, 1835.—BY INDENTURE between said W. of the first part, F. spinster, of the second part, G. and H. of the third part, and I. and K. of the fourth part.

1. In consideration of an intended marriage between the said W. and F., the said W. granted unto the said G. and H. and their heirs (*inter alia*), the hereditaments described in the first schedule thereto with their appurtenances.

2. Covenant for title and further assurance.

3. Declaration that the foregoing grant should enure Until solemnization of the said marriage, to the use of the said W. and his heirs; And immediately on solemnization thereof, to the use of the said G. and H., their executors, administrators and assigns, for the term of ninety-nine years, Upon trusts therein expressed; And subject thereto, to the use of the said W. during his life, without impeachment of waste; With remainder to the use that the said F. might receive during her life a yearly rent-charge of £2000; With remainder to the use of the said I. and K., their executors, administrators and assigns, for the term of 2000 years, Upon trusts therein expressed; And subject thereto, to the use of the first and other sons successively of the said marriage, and the heirs male of their respective bodies; With remainder to such uses, &c., as the said W. should in manner therein mentioned appoint, and so far as the same should be unappointed, to the use of the said W. and his heirs.

Proviso. (1) That during the life of the said W., the said G. and H. and the survivor of them, his executors or administrators, or their or his assigns might sell the premises, with the discretion of absolute owners as to the conditions, mode and time of sale, and with power to contract and rescind contracts, to buy in and resell the premises, and to effectuate every exercise of the power by revoking by any deed or deeds, the uses, trusts, clauses and provisoes therein expressed concerning the premises sold (without prejudice to subsisting mortgages and leases), and by the same or any other deed or deeds, appointing the same premises to such uses, upon such trusts, and subject to such clauses and provisoes as should be required: It being thereby agreed, that during the life of the said W. no sale should be valid unless he should be a party to and execute the deed (or one of the deeds) by which the same was effectuated.

Proviso—that the trustees' receipts should discharge persons paying purchase, mortgage, or other money from all liability in regard to the application thereof.



Provisoes and clauses not effecting the above power of sale.

Executed by the said W.

#### THE 1st SCHEDULE.

Comprising (*inter alia*) the property now sold by the description above abstracted.

31st July, 1835.—By DEED OF DISENTAIL between W. of the one part and C. D. of the other part.

1. The said W. granted and assigned unto the said C. D. and his heirs such of the yearly rent-charges or sums of land tax then by virtue of the will dated the 10th day October, 1792, of the said U., (and of the redemption thereof on the 14th day of October, 1820, by the said Ua. out of portions of the residuary personal estate of the said Ua. advanced by the said X. and Y. for that purpose) standing limited &c. (limitations stated as above abstracted in will of Ua.) as were mentioned in the schedule thereto, and all arrears thereof: As to such arrears, in trust for the said W., his executors and administrators; and as to the said rent-charges, to the use of the said W. and his heirs.

2. Declaration that no wife of the said W. should be dowable out of the premises.

#### THE SCHEDULE.

Comprising (*inter alia*) the yearly rent-charge of £—— on the property now sold.

Executed by both parties.

Enrolled in Chancery the 12th day of August, 1835.

17th May, 1838.—By INDENTURE between the said G. and H. of the first part, the said W. of the second part, and X. Y. of the third part.

1. The said G. and H., in consideration of £—— (including £—— for the purchase of timber on the premises) paid &c., and for effectuating a sale made pursuant to such power and with such consent and so testified as thereafter mentioned, did in exercise of their power under the abstracted settlement of 7th July, 1835, and with the consent thereby testified of the said W. as tenant for life of the settled premises, revoke the uses, trusts, clauses and provisos by the said settlement expressed (amongst other hereditaments) concerning the hereditaments described in the 1st schedule thereto with their appurtenances, and also the uses trusts clauses and provisos thereby subsisting concerning the hereditaments described in the 2nd schedule thereto (and which had by the award dated the 19th day of April, 1837, of the commissioners under an act of Parliament passed in the session held in the —— years of the present reign, and intituled, &c. been allotted to the said W. in respect of the 1stly scheduled hereditaments and others), with their appurtenances; and appoint that the same respective

premises should thenceforth remain, to the use of the said X. Y. and his heirs.

2. For the consideration aforesaid the said W. granted unto the said X. Y. and his heirs the land-tax or yearly rent-charge of £—— charged upon the 1stly scheduled premises, and then by abstracted deed of disentail of 31st July, 1835 (and of the assurances and operations in the law therein appearing) vested in the said W. and his heirs. Covenants by W. for title and further assurance.

#### THE 1st SCHEDULE.

Comprising the property now sold by the present description, excepting about —— acres.

#### THE 2nd SCHEDULE.

Comprising the excepted —— acres.

Executed by said G. and H. and said W. and attested.  
Receipt for consideration indorsed.

17th May, 1838.—By INDENTURE between the said W. of the one part, and the said X. Y. of the other part, the said W. covenanted for production of the muniments of title to the hereditaments conveyed by abstracted Indenture of even date.

#### THE SCHEDULE.

Comprising (in addition to abstracted documents) the following, &c.  
Executed by said W. and attested.

5th September, 1852.—By INDENTURE between said X. Y. of the one part, and said A. B. of the other part.

1. The said X. Y., in consideration of £—— &c., granted unto said A. B. and his heirs the hereditaments described in schedule with the appurtenances. Covenants for title and further assurance.

#### THE SCHEDULE.

Comprising all comprised in two schedules to abstracted Indenture of 17th May, 1838, under same description.

Executed by said X. Y. and attested. Receipt for consideration endorsed.

5th September, 1852.—By INDENTURE of MORTGAGE between said A. B. of the one part, and said X. Y. of the other part.

1. The said A. B. in consideration of £1000 &c. (covenant for payment of principal and interest on 5th March, 1853).

2. For consideration aforesaid said A. B. granted unto said X. Y. and his heirs the hereditaments described in schedule, with their appurtenances:



Proviso that if the foregoing covenant should be satisfied, &c. the said A. B. and his heirs should be entitled to a reconveyance of the premises.

Usual mortgage covenants. Power of sale.

THE SCHEDULE the same as in last abstracted Indenture.

Executed by said A. B. and attested.

9th October, 1853.—By INDENTURE of MORTGAGE between said A. B. of the one part, and M. N. of the other part.

1. The said A. B. in consideration of £—, &c. (covenant for payment of principal and interest on 9th April, 1854.)

2. For the consideration aforesaid the said A. B. granted unto the said M. and N. and their heirs the hereditaments described in schedule, with their appurtenances: Proviso that if the foregoing covenant should be satisfied, &c. the said A. B. and his heirs should be entitled to a reconveyance of the premises. Usual mortgage covenants and clauses. Power of sale.

THE SCHEDULE the same as in last abstracted Indenture.

21st May, 1854.—By INDENTURE of TRANSFER between said X. Y. of the first part, the said A. B. of the second part, and O. P. and Q. of the other part (indorsed on abstracted mortgage of 5th Sept. 1852).

1. In consideration of £1000 paid by said O. P. and Q. (at the request of said A. B.) to said X. Y. in discharge, &c., and of £500 paid by same parties to said A. B., said A. B. (covenant for payment of £1500 and interest on 21st November, 1854).

2. For consideration aforesaid said X. Y. assigned unto said O. P. and Q. the principal monies and interest assigned by within written Indenture and all securities for the same.

Power of attorney to said O. P. and Q.

3. For consideration aforesaid said X. Y., by direction of said — granted unto said O. P. and Q., and their heirs the premises by within written Indenture granted to the said X. Y., subject to the subsisting equity of redemption under the same Indenture.

4. For consideration aforesaid said A. B. granted unto said O. P. and Q., their executors, administrators and assigns, that premises thereby granted should be charged (in addition to said £1000) with said sum of £500 and interest, and not be redeemable until satisfaction of foregoing covenants.

Executed by said X. Y. and A. B. and attested.

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END OF APPENDIX A.

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## APPENDIX B.

SPECIMENS OF ASSURANCES OF A SPECIAL CHARACTER, PREPARED FROM THE FORMS IN PARTS II., III. and IV.

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(Precedents 235 to 242).

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No. 235.

CONVEYANCE of FREEHOLDS by MORTGAGOR, MORTGAGEE for a Term  
(with several further Charges), the Beneficial Owner of one of the  
Charges, and the Heir-at-law and Executor of MORTGAGEE IN FEE.

THIS INDENTURE, &c., between (A. B.) of the 1st part, (C. D.) of the 2nd part, (E. F.) of the 3rd part, (G. H.) of the 4th part, (*mortgagor*) of the 5th part, and (*purchaser*) of the 6th part, witnesseth as follows:—

1. In consideration of £—— paid by the said P. (at the request of the said M., and with the privity of the said C. D., E. F., and G. H.) to the said A. B.) (*a*) in part discharge of £—— now due (with the current interest) on his after mentioned securities; The said A. B., as to such of the premises as are comprised in the mortgage securities from the said M. to the said A. B. for £——, £ A., £——, £—— and £—— and interest effected by Indentures, respectively dated the 15th day of July, 18—— the —— day of ——, &c. (the said sum of £ A. secured by the said Indenture of, &c., being by memorandum of even date therewith declared to belong to the said C. D.) and for merging the term of 1000 years created in the premises by the said Indenture of the 15th day of July, 18——. doth, at the request of the said M., and by the direction (so far as relates to the said sum of £ A.) of the said C. D. surrender; And the said E. F. as to such of the premises as are comprised in a mortgage security for £—— and interest (dated, &c.) from the said M. to X. Y., deceased, and are now vested in the said E. F. as heir-at-law of the said X. Y. Doth, at the request of the said M., and by the direction of the said G. H., as executor of the will (dated, &c.) of the said X. Y. grant; And the said M., as to all the premises, doth grant unto the said P. and his heirs the hereditaments described in the schedule hereto with their legal or usual appurtenances, discharged from all principal monies and interest due on the said respective securities (3), (4). In witness, &c.

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(a) Part of the property in mortgage was sold and the purchase money paid by arrangement to the first mortgagee. The form would apply when the security was insufficient for payment of all the charges.

## No. 236.

CONVEYANCE of FREEHOLDS by EXECUTOR (*who was also the Testator's Heir-at-law*) under a WILL directing a Sale, but without specifying by whom the Sale should be made, or blending the Sale Monies and Personalty.

THIS INDENTURE, &c., between (A. B.) of the one part, and (*purchaser*) of the other part, witnesseth as follows:—

1. In consideration of £250 paid by the said P. to the said A. B., as surviving executor of the will (dated, &c.) of his father X. Y., and for effectuating a sale made by him as such executor, (and also as the heir-at-law of his said father), pursuant to the directions of the said will, the said A. B., as to such of the premises as are vested in him as such heir-at-law, Grants unto the said P. and his heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances (1). In witness, &c.

## No. 237.

CONVEYANCE of ADVOWSON by Heir-at-law of MORTGAGEE under a Power of Sale. Residue of PURCHASE MONEY payable by Instalments, and secured by the Purchaser's Covenant and Deposit of Deeds.

THIS INDENTURE, &c., between (A. B.) of the 1st part, (C. D.) of the 2nd part, and (*purchaser*) of the 3rd part, witnesseth as follows:—

1. In consideration of £1500 paid by the said P. to the said A. B. and C. D., as executors of the will and two codicils (respectively dated, &c.) of X. Y., (in part discharge of £8000 now due, with the current interest, upon the after mentioned security), and of £1700, making with the said £1500 the total purchase-money of £3200, and payable by such instalments and so secured as hereinafter mentioned; The said A. B. as to such of the hereditaments hereinafter mentioned as are comprised in a mortgage security (dated, &c.) for £8000 and interest from — to the said X. Y. and are now vested in the said A. B. as his heir-at-law, (and for effectuating the exercise by the said A. B. and C. D. of the power of sale by the said mortgage given to the said X. Y., his executors, administrators and assigns), Grants unto the said P. and his heirs the advowson of the rectory of — in — shire, discharged from all monies due on the said security (2).

3. The said P. for himself, his heirs, executors and administrators,



covenants (a), (28) (*adding*) And will also when required execute to the said A. B. and C. D., or the survivor of them, or the executors or administrators of the said X. Y., at the cost of the said P. and his heirs, a mortgage with power of sale of the premises; which meanwhile shall continue charged with the said sum of £1700 and interest after the rate of £5 per cent. per annum, and the muniments of title thereto remain with the said A. B. and C. D. Provided that (without prejudice to their right to call for the execution of such mortgage as aforesaid) the said A. B. and C. D., their executors, administrators or assigns, will not adopt any legal or equitable proceeding for recovery of the said sum of £1700 and interest, nor foreclose or sell the premises, if the said P., his heirs, executors, administrators or assigns shall pay to the said A. B. and C. D. £1500, part thereof, (with interest after the rate aforesaid on £1700) on the — day of —; and £200 the residue thereof (with interest after the rate aforesaid on such residue) on the — day of —. In witness, &c.

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No. 238.

*ASSIGNMENT of a LEGACY charged on LAND, and a residuary Interest by a PURCHASER from the LEGATEE. The Purchase had been originally made by Three PERSONS (an assignment being made to a Trustee for the Three), and the shares of Two were afterwards bought by the present VENDOR. Covenant by Two in respect of two equal shares, and a third in respect of the Entirety.*

THIS INDENTURE, &c., between (*vendor*) of the 1st part, (X.) of the 2nd part, (Y.) of the 3rd part, and (*purchaser*) of the 4th part, witnesseth as follows:—

1. In consideration of £150 paid by the said P. to the said V., the said X., as to one-third share in the premises, and for effectuating a sale thereof by the said X. to the said V., in the month of —, for (b) £— then paid to the said X., doth at the request of the said V. assign; And the said Y. as to one other third share therein, and for releasing the equity of redemption of such share under a subsisting security (dated, &c.) from the said Y. to the said V. for £—, and an arrear of interest thereon, doth at the like request assign; And the said V., as to the entirety of the same premises, doth assign unto the said P., his executors, administrators and

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(a) Covenant for payment of £1700 and interest.

(b) The receipt for this sum should be indorsed on the deed.

assigns, 1st, the legacy of £200 by the will (dated, &c.) of — bequeathed to A. B. deceased, her executors and administrators, in the event (which happened) of the decease, without issue, of M. N.; And 2ndly, the interest of the said A. B. by virtue of the same will in the sale monies of the hereditaments thereby devised in trust for sale; Together with all other the premises by Indenture dated, &c., (and expressed to be made between the said A. B. of the first part, the said V., X. and Y. of the second part, and S. T. of the third part), expressed to be assigned to the said S. T., in trust for the said parties thereto of the second part in equal shares.

2. Each of them, the said X. and Y., as to one-third part of the said premises, and the acts only of himself, and those claiming under him in respect thereof, for himself, his heirs, executors and administrators, covenants; and the said V. as to the entirety of the premises, and the acts as well of himself as of the said X. and Y., and those claiming under him and them respectively, for himself, his heirs, executors and administrators, covenants with the said P., his executors and administrators and assigns, that notwithstanding anything by the said parties hereto of the first three parts done or knowingly suffered, they or some or one of them (*the rest as in (7).*) In witness, &c.

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No. 239.

TRANSFER of a MORTGAGE of FREEHOLDS made to TRUSTEES (*where the Usual Joint Account Clause has been omitted*) by the HEIR-AT-LAW and EXECUTOR of the SURVIVING TRUSTEE and the EXECUTOR of the First DECEASED TRUSTEE, the Mortgagor joining.

THIS INDENTURE, &c., between (A. B.) of the first part, (C. D.) of the second part, (E. F.) of the third part, (*mortgagor*) of the fourth part, and — of the fifth part, witnesseth as follows:—

1. In consideration of £—, at the request of the said M. paid by the said — (out of monies belonging to them on a legal and equitable joint account) to the said C. D. and E. F. in discharge of all principal and interest due on their after mentioned security, the said M. (28).

2. For the consideration aforesaid the said A. B., as to such of the premises as are comprised in a mortgage security (dated, &c.) for £— and — interest from the said M. to T. R. deceased, and L. M. (also deceased subsequently to the said T. R.), and are now vested in the said A. B. as heir-at-law of the said L. M., doth at the request of the said M. (and by the direction of the said C. D. as executor of the will, dated, &c.,

of the said L. M. and of the said E. F. as executor of the will, dated, &c., of the said T. R.), Grant; And the said M. as to all the premises, grants unto the said — and their heirs the hereditaments described in the schedule hereto, with their legal or usual appurtenances, discharged from all monies secured by the said mortgage, excepting so far as the same may enure as a protection against any mesne incumbrances (10), (29), (3), (16), (30), (24). In witness, &c.

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No. 240.

RECONVEYANCE *by* MORTGAGEE *of* DEMISED LEASEHOLDS, *and of a* POLICY *of* ASSURANCE *subject to Two previous* MORTGAGES—COVENANT *for* INDEMNITY *by* MORTGAGEE *and his Solicitor in consequence of the Loss of the* MORTGAGE DEED.

THIS INDENTURE, &c., between (C. B.) of the first part, (G. D.) of the second part, and (*mortgagor*) of the third part, witnesseth as follows:—

1. In consideration of £— paid by the said M. to the said C. B. in discharge of a mortgage security dated the — day of —, 1837, for £800 and interest, from the said M. to the said C. B., the said C. B. as to such of the premises demised to the said M. by lease (dated, &c.) from X. Y., and hereinafter mentioned, as were comprised in and demised by the said mortgage, and to the intent that the term created thereby may be extinguished in the subsisting residue of the term of — years granted by the said lease, surrenders unto the said M., his executors and administrators, the premises described in the schedule hereto, with their legal or usual appurtenances, discharged from all principal and interest secured by the said mortgage.

2. For the consideration aforesaid the said C. B. assigns unto the said M., his executors and administrators, the policy for £1500 on the life of the said M. effected in his name with the — office on the — day of —, and numbered —, with all monies ultimately payable thereon, and all other the premises assigned by the said mortgage, To the intent that the said policy, monies and premises may be held discharged from all principal and interest thereby secured, but subject to the deposit security for £400 and interest, and to the security for £600 of the A. day of A. to which the same mortgage was made subject (1).

3. The said mortgage of the — day of —, 1837, having been mislaid by the same G. D. (in whose custody the same was placed as solicitor for the said C. B.), they the said C. B. and (at his request) the said G. D. do for themselves, their heirs, executors and administrators, and each of them doth for himself, his heirs, executors and administrators, covenant with the

said M., his heirs, executors and administrators, that the said C. B. and G. D., or one of them, their or one of their heirs, executors and administrators, will keep the said M. and his estate indemnified against the principal and interest secured by the last mentioned mortgage and all legal and equitable proceedings for recovery thereof by any person or persons (with all costs thereof); and will during the life of the said M. and the period of twenty-one years from his death, reimburse him, his executors and administrators, all diminution of price or other damage or expense consequent on the loss of the said mortgage. In witness, &c.

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No. 241.

WILL of PERSONALTY. SPECIFIC BEQUESTS. BEQUEST of RESIDUE, *As to a Specified Part, for a LIFE INTEREST, with alternative GIFTS over; As to the Rest on Usual TRUSTS for Conversion. TRUSTS for TESTATRIX'S SISTER for her LIFE and her CHILDREN at Twenty-one, &c.; if none, an ABSOLUTE GIFT over. The SISTER'S LIFE INTEREST to be for her separate Use—inalienable even when Discoverd, and her Interest as well as that of her CHILDREN to determine in case of her surviving an AUNT (in which event she would take an Absolute Interest in other Funds); GIFT over in this event, as well as in default of CHILDREN. Usual Clauses and Powers.*

I, (A. B.), — of —, revoke my previous testamentary dispositions, and declare my will to be as follows:—

1. I bequeath to my brothers (C. D.) and (E. F.), and to my sister (G. H.) my plate and trinkets equally.

2. I bequeath my personal estate not hereby otherwise disposed of to — and —, their executors, administrators and assigns; as to my — insurance shares, upon trust to pay the income thereof (including bonuses) to my father's widow X. Y. — during her life, and subject thereto in trust for my niece (I. K.) —, if she shall attain twenty-one years, or marry, otherwise for my nephews L. M. and N. O., — and — equally; the first bonus after the death of the said X. Y. — not to be apportioned in her favour, but to go as income of the year in which it shall become payable; And as to the residue thereof (58).

3. The income of the trust premises shall be paid as follows, that is to say; During such part of the joint lives of my said sister — and her aunt U. V., as my said sister shall have done nothing whereby the same or any part thereof might (if her absolute property) become payable to some other person, To my said sister for her separate use; And after determination of such trust otherwise than by the death of my said sister — or the said



U. V., and thenceforth during their joint lives, Upon trust, in the sole discretion of my said trustees or trustee, to pay or apply the same, or any part thereof, to or for the benefit either of my said sister or of the persons or any person who, if my said sister were then dead, would be entitled thereto under the subsequent trusts. Subject as aforesaid, the premises shall be held, In trust (if my said sister shall die in the lifetime of the said U. V.) for the children equally or child, if but one, of my said sister attaining twenty-one years, or (being daughters or a daughter) marrying; and on failure of the foregoing trusts, In trust in equal shares for such of my said brothers C. D. and E. F. as shall be living at my death, or shall be then dead leaving issue then living, their respective executors, administrators and assigns (62), (63). In witness, &c.

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No. 242.

WILL, SPECIFIC DEVISE *of REALTY*. SPECIFIC BEQUEST *of BOOKS, FURNITURE to furnish a Residence for TESTATOR'S WIFE, PICTURES, and ARTICLES of VERTU*. ANNUITY *to WIFE, deducting her LIFE INTEREST under other Settled Property*. LEGACY *of £—in Trust for a SON and DAUGHTER of TESTATOR, not advanced by him. Residue, as to ONE MOIETY to Two Advanced CHILDREN absolutely; as to the other MOIETY, to the Two CHILDREN not advanced, the DAUGHTER'S Interest in the LEGACY and RESIDUE being settled upon HERSELF and her CHILDREN.*

I (A. B.) revoke my previous testamentary dispositions and declare my will to be as follows:—

1. I devise my lands at —, in — shire, called —, with the appurtenances, to the use of my son A. and his heirs.

2. I bequeath to my wife and my two daughters, B. and C., such octavo volumes (not exceeding twenty-five a piece) as they shall respectively select from my library; to the said A. the residue of my library; to my said wife such articles of my household furniture as my executors hereinafter appointed shall select as sufficient to furnish a small house (the selection so made to be conclusive on my said wife, both as to the choice and sufficiency for the purpose aforesaid of the articles selected); to my said wife during her life an annuity of £120, payable in equal parts half-yearly, and first at the expiration of six calendar months from my death (but so that from each payment thereof my trustees or trustee for the time being shall retain and appropriate, as income arising from my residuary estate hereinafter bequeathed, an amount equal to the clear income payable to my said wife

during the then preceding half-year in respect of her life interest under the will, dated &c., of X. Y. in a certain estate at — aforesaid) ; and to — and —, their executors, administrators and assigns, £1000, to be held upon the trusts, and subject to the clauses and provisos hereinafter expressed concerning the same.

3. I bequeath my personal estate not hereby otherwise disposed of, unto the said —, their executors, administrators and assigns ; As to pictures, prints, coins, trinkets and other articles of vertu, Upon trust to divide the same in specie, as nearly equally as may be, among my said wife, my said children A. B. and C. D. and my child D. (and so that the division made by my said trustees or trustee shall be conclusive upon my said wife and children) ; and as to all other my personal estate (58) (*adding to the amount to be invested* “the said sum of £1000”).

4. The trust premises shall be held Upon trust, to satisfy out of the income thereof (other than that arising from the said sum of £1000) the said annuity to my said wife, without being obliged to appropriate or purchase any £3 per cent. Consols, or other specific investment for that purpose ; And subject thereto, As to two fourth parts thereof (excepting the said sum of £1000 and the investments and income thereof), In trust for the said A. — and B. —, in equal shares ; As to one other fourth part thereof, together with a moiety of the said sum of £1000 and the investments and income thereof, Upon trust to pay the income thereof to the said C. — during her life for her separate use, and so that no anticipation thereof shall be valid ; and after her death, as to both principal and income, In trust for her children equally (or child, if but one), attaining twenty-one years or (being daughters or a daughter) marrying ; and if there shall be no such child of the said C., in trust for such person or persons as she shall, whether covert or sole, by will or codicil appoint ; And as to the remaining fourth part thereof and the other moiety of the said sum of £1000 and the investments and income thereof, In trust for the said D. if he shall attain twenty-one years (62), (63). In witness, &c.



## APPENDIX C.

### ASSURANCES OF COPYHOLDS (*a*).

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(Precedents 243 to 250).

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(*a*) A few only of the most simple forms are here given. Some special forms (with forms of enfranchisements) will be added in Vol. 2.



## No. 243.

PURCHASE DEED *of* COPYHOLDS.

THIS INDENTURE, &c., between (*vendor*) of the one part, and — of the other part, witnesseth as follows:—

The said V. in consideration of £— paid to him by the said —, for himself, his heirs, executors and administrators, covenants with the said —, his heirs and assigns: (1) That the said V. and his heirs will at or before the next Court for the manor of — in —shire, at the cost of the said —, his heirs and assigns (*a*), surrender the hereditaments described in the schedule hereto with their legal or usual appurtenances, To the use of the said —, his heirs and assigns: (2) That notwithstanding anything done or knowingly suffered by the said V., he is entitled to surrender the premises to the use aforesaid, free from incumbrances, other than the copyholder's liabilities. In witness, &c.

## No. 244.

PURCHASE DEED *of* FREEHOLDS *and* COPYHOLDS.

THIS INDENTURE, &c., between (*vendor*) of the one part, and — of the other part, witnesseth as follows:—

1. The said V. in consideration of £— paid to him by the said — grants unto the said — and his heirs the hereditaments described in the first schedule hereto, with their legal or usual appurtenances.

2. For the consideration aforesaid, the said V. for himself, his heirs, executors and administrators, covenants with the said —, his heirs and assigns: (1) That the said V. and his heirs will at or before the next Court for the manor of — in —shire, at the cost of the said —, his heirs and assigns, surrender the hereditaments described in the second schedule hereto with their legal or usual appurtenances, To the use of the said —, his heirs and assigns: (2) That notwithstanding anything done or knowingly suffered by the said V., he is entitled to execute this grant of the 1stly scheduled premises free from incumbrances, and to surrender the 2ndly scheduled premises to the use aforesaid

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(*a*) The surrender itself is usually prepared by the steward of the manor and (in the few cases where it is submitted to Counsel) would be expected to be in a similar form.

free from incumbrances, other than the copyholder's liabilities (*the rest as in (4)*). In witness, &c.

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No. 245.

MORTGAGE of COPYHOLDS.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said —, the said M. for himself, his heirs, executors and administrators, covenants with the said —, his heirs, executors, administrators and assigns: (1) That the said M. (9): (2) That the said M. and his heirs will at or before the next Court for the manor of — in —shire, and at his and their cost, surrender the hereditaments described in the schedule hereto with their legal or usual appurtenances To the use of the said — his heirs and assigns, subject to a proviso making void such surrender if the 1stly herein contained covenant shall be satisfied on the — day of —: (3) That the said M. is entitled to surrender the premises to the use aforesaid free from incumbrances, other than the copyholder's liabilities (23), (24). In witness, &c.

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No. 246.

MORTGAGE of FREEHOLDS and COPYHOLDS.

THIS INDENTURE, &c., between (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £—— paid to the said M. by the said — the said M. (9).

2. For the consideration aforesaid, the said M. grants unto the said — and heirs the hereditaments described in the first schedule hereto, with their legal or usual appurtenances (10).

3. For the consideration aforesaid the said M. for himself, his heirs, executors and administrators, covenants with the said —, his heirs, executors, administrators and assigns: (1) That the said M. and his heirs will at or before the next Court for the manor of — in —shire, at his and their cost surrender the hereditaments described in the second schedule hereto, with their legal or usual appurtenances, To the use of the said — his heirs and assigns, subject to a proviso making void the

same surrender, corresponding to the foregoing proviso for redemption: (2) That the said M. is entitled to execute this grant of the 1stly scheduled premises free from incumbrances, and to surrender the 2ndly scheduled premises to the use aforesaid free from incumbrances other than the copyholder's liabilities (*the rest as in* (16)), (23), (24). In witness, &c.

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## No. 247.

TRANSFER of MORTGAGE of Surrendered (a) COPYHOLDS where the MORTGAGEE has been admitted. (By Indorsement, MORTGAGOR not joining.)

THIS INDENTURE, &c., between the within named (*mortgagor*) of the one part, and — of the other part, witnesseth as follows:—

1. In consideration of £— paid by the said — to the said M. in discharge of the principal and current interest due on the security of the within written Indenture, the said M. assigns unto the said—, his executors and administrators the principal monies and interest secured by the within written Indenture and all securities for the same, with power for the said — his executors, administrators or assigns, or his or their substitute or substitutes, in the name of the said M. to recover, receive and give receipts for the same premises.

2. In the consideration aforesaid the said M. for himself, his heirs, executors and administrators, covenants with the said —, his heirs, executors, administrators and assigns: (1) That the said M. and his heirs will, at or before the next court for the within mentioned manor, surrender the premises covenanted to be surrendered by the within written Indenture (and to which the said M. was admitted on the surrender of the within named (*mortgagor*), at a court on the — day of —), subject to the subsisting equity of redemption under the same Indenture): (2) That the said M. has done (*the rest as in* 1). In witness.

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(a) When the surrender has not been in fact made, the interest is merely equitable, and the transfer will be identical with a transfer of freeholds, (*see the Precedents in* Part II. Sect. 5), the word "assign" being substituted for "grant."

## No. 248.

RECONVEYANCE *of* SURRENDERED COPYHOLDS (*a*) *where the MORTGAGEE has not been admitted.*

THIS INDENTURE, &c., between — of the one part, and (*mortgagor*) of the other part, witnesseth as follows:—

1. In consideration of £ — paid by the said M. to the said — in discharge of a mortgage security for £ — and interest, dated, &c., and expressed to be made between the said M. and —, the said —, as to such of the hereditaments holden of the manor of — in —shire, and hereafter mentioned, as are comprised in his said security (and in a conditional surrender made pursuant thereto on the — day of —), and to the intent that such surrender may be vacated on the rolls of the said manor, Releases unto the said M. and his heirs the hereditaments described in the schedule hereto with their legal or usual appurtenances, discharged from all principal and interest secured by the said mortgage (1). In witness, &c.

## No. 249.

SETTLEMENT *of* COPYHOLDS (*in a Real Settlement*); *Upon TRUSTS corresponding to the limitations of the FREEHOLDS.*

(*After the “General Powers” (58) Add*) For the consideration aforesaid the said (*husband*) for himself, his heirs, executors and administrators, covenants with the said — (*b*) their heirs and assigns, that in case the said intended marriage shall take effect, the said H. or his heirs shall at some court for the manor of — in —shire, at the cost of the settled premises surrender (*c*) [the hereditaments described in the — schedule hereto,] with their legal or usual appurtenances, to the use of the

(*a*) This reconveyance would only be necessary where (as in the case from which the Precedent is taken) the mortgage included other property. Where the copyholds formed the only security the usual receipt and entry of satisfaction on the rolls would be sufficient.

(*b*) The general trustees.

(*c*) In some cases it may be convenient to substitute for the words in brackets, “such of the 1stly scheduled hereditaments as are of copyhold tenure.”



said — and their heirs, Upon such trusts and subject to such clauses and provisoes as shall (without multiplying charges) correspond to the uses, trusts, clauses and provisoes herein expressed concerning the premises hereby granted, so far as the rules of law and equity will permit (a).

## No. 250.

STRICT SETTLEMENT *of* COPYHOLDS *in a* WILL.

(*After the "General Powers" (68) Add*) I devise my copyhold estates, not hereby otherwise devised, To the use of the said — (b) and their heirs, Upon such trusts and subject to such clauses and provisoes as shall (without multiplying charges) correspond to the uses, trusts, clauses and provisoes herein expressed concerning my real estate limited in use, so far as the rules of law and equity will permit (c).

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(a) The covenants from (51) should in this case be inserted at the *end* of the settlement and be varied as in Precedent No. 243.

(b) The general trustees.

(c) It appears unnecessary to give Precedents either of disentailing assurances or appointments of trustees of copyholds. The former (as regards a legal entail) can be effected by surrender only, which differs in no respect from an ordinary surrender (see note (a) to Precedent No. 243); the provisions of sect. 51 and 52 of the Fines and Recoveries Act as to the protector's consent (if any) being complied with. An *equitable* entail in copyholds is barred either by surrender as above, or by a deed identical with a disentailing assurance of *freeholds*; the provisions of sect. 53 of the Act as to the protector's consent must be complied with. No disentailing assurance of copyholds need be enrolled in Chancery, but *all* must be entered on the court rolls: A *covenant* to surrender is of course wholly inoperative to bar the entail.

As regards appointments of trustees, the surrender will be in the same way identical with an ordinary surrender, and any *covenant* for that purpose will be superfluous.

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## GENERAL INDEX.

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N.B. The figures in brackets, as (7), refer to the Common Forms in Part I. The other figures refer to the Precedents in Parts II., III. and IV., and in Appendices B. and C. The figures preceded by "s," (as s. 5) refer to the sub-heads of Forms.

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